



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF PEORIA, ILLINOIS

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, LOCAL 3464 (AFSCME)



Effective Date: January 1, 2015

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AGREEMENT

This agreement, entered into this November 17, 2015 between the City of Peoria, Illinois (the Employer, the City) and the American Federation of State, County and Municipal Employees, Local 3464 (AFSCME, the Union):

PREAMBLE

WHEREAS, the City and Union have endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting their relations with one another; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their agreement covering rates of pay, wages, hours of work, and other conditions of employment; and to provide a procedure for the equitable and peaceful resolution of differences;

NOW, THEREFORE, in consideration of the mutual promise and agreements herein contained, the parties do mutually promise and agree as follows:

ARTICLE 1
RECOGNITION

SECTION 1.1 - UNION RECOGNITION: The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of bargaining the wages, hours and terms and conditions of employment, for all full time employees (those employees who are scheduled to work 40 hours each week on a year round basis) and regular part time employees (those employees who are regularly scheduled to work more than twenty (20) hours each week throughout the year) assigned to the job classification attached in Appendix A.

Excluded employees would include managerial, supervisory, confidential, short-term employees, and all other excluded employees as defined by the Illinois State Labor Relations Act.

Any employee hired on a temporary basis up to 180 calendar days to perform bargaining unit work shall not be covered by this Agreement. If that employee is employed in excess of 180 days, the temporary employee shall then be represented by the Union and covered by this Agreement. Such employees shall only be utilized to supplement the work force and not to permanently fill budgeted bargaining unit positions.

This Agreement shall not affect the hiring of agency personnel by the City per current practice.

SECTION 1.2 - NEW CLASSIFICATION: The employer shall promptly notify the Union of its decision to create any and all new class specifications. If the parties agree that the proposed new class specification is a successor title to a class specification covered by this Agreement, with no substantial change in duties, the Union and employer shall alter Appendix A to insure the new class specification becomes a part of this Agreement. Similarly, if the proposed class specification is a successor title to a class specification not previously included in Appendix A, with no substantial change in duties, it shall continue to be excluded from recognition.

Disputes regarding inclusion/exclusion of new class specification within the bargaining unit are subject to the grievance procedure, with such grievances being submitted at the Human Resources level of the grievance procedure. Should the issue proceed to the arbitration step, the arbitrator shall be instructed that the current unit was agreed to on the basis of an historical relationship, that the current unit contains a mixture of clerical, professional and technical job titles, but that the historical recognition is not to be an indication nor a guide for the purpose of inclusion of new class specifications under dispute.

The arbitrator is to exclude: (1) all seasonal (those hired to work for a fixed period of time), casual, irregular part-time (those scheduled to work 20 hours per week or less); (2) managerial, supervisory, confidential, elected officials and their direct reports, and all officers of the City, and (3) all employees who do not share a substantial community of interest with the existing bargaining unit.

SECTION 1.3 - MERGER OF JOB CLASSIFICATIONS: The employer's determination to merge existing class specifications shall be subject to Section 1.2 as though it were a new class specification.

SECTION 1.4 - UNION EXCLUSIVITY: The Employer shall not discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and working conditions of employees in the bargaining unit. Nor shall the Employer negotiate with employees over their hours, wages, and working conditions, except as provided herein.

SECTION 1.5 - EMERGENCY CALL-OUT: In case of a declared emergency by the City Manager, the City will be allowed to assign, direct, and conduct operations of employees in positions that may not coincide with their regular duties or responsibilities.

ARTICLE 2
UNION RIGHTS

SECTION 2.1 - DUES DEDUCTION: The City agrees to continue to deduct, according to the current practice of the parties, the dues, and assessments for the Union upon the receipt of a written and signed authorization form from any employee. Such money deducted shall be remitted to the official designated by the Union for receipt of such funds in accordance with the current practice. The Union shall advise the City in writing of any change in the amount to be deducted at least fifteen (15) days prior to the effective date of the change. Employees in the bargaining unit who do not currently belong to the Union shall be given the opportunity to join. If they fail to join, they will be required to pay a fair share of the costs of collective bargaining as required by Section 2.2 below.

SECTION 2.2 - PAYMENT OF FAIR SHARE: Any employee who is not a member of the Union shall be required to pay, as a condition of employment, a fair share of the costs of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, terms and other conditions of employment, but such amount shall not in any event exceed the amount of dues and assessments required of members of the Union. All employees hired on or after the effective date of this Agreement who have not made application for membership in the Union and authorized deduction of dues, on or before the thirtieth (30th) day of employment, shall be required to pay a fair share as defined above.

SECTION 2.3 - LIMITATIONS ON FAIR SHARE: With respect to any employee on whose behalf the City has not received a written authorization for dues deduction as provided above, the City shall deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and owing and forward the same to the Union in the same manner and time as dues deducted, subject only to the following:

- (a) Delinquency: The Union has certified to the City that the affected employee has been delinquent in his obligations set forth above for at least thirty (30) days;
- (b) Notice to Employees: The Union has certified to the City that the employee has been notified in writing of his obligations and the requirements of this Agreement, and that the employee has been advised by the Union of the manner in which the fair share fee was calculated;
- (c) Opportunity to Object: The Union has certified to the City that each affected employee has been given a reasonable opportunity to prepare and submit any objections to the fair share payment and been afforded an opportunity to have said objections (including but not limited to those based upon the tenets of a bona fide religion) adjudicated by the Board through its procedures established under the Illinois Public Labor Relations Act and the Rules and Regulations of Illinois State Labor Relations Board.
- (d) Adjudication of Objections: With regard to the opportunity to have objections adjudicated, all such objections shall be annually consolidated for purposes of hearing by the Board. The Union shall notify all affected employees of this forum for resolving objections, providing the affected employees with the address and telephone number of the Board offices.
- (e) Escrow of Fair Share Payments: Fair share deductions concerning which objections are filed shall be deposited in an interest bearing escrow account in accordance with applicable law and court decisions. Employees whose objections are sustained shall have the appropriate amount of disputed deductions returned to them, together with a pro rata share of the interest earned. Those fair share deductions found to have been appropriate shall be given to the Union at the conclusion of the objection procedure, together with a pro rata share of the interest earned.

SECTION 2.4 - UNION INDEMNIFICATION: The Union shall indemnify, defend, and save the City harmless against all claims, demands, suits, or other forms of liability and for all reasonable legal costs that shall rise out of or by reason of action taken or not taken by the City in properly complying with the provisions

of this article. The City will promptly notify the Union of all such charges received by the City. The parties shall mutually agree upon legal representation.

Should the City make an error in the Union's favor of any deductions, the Union agrees to refund to the City within fifteen (15) days.

SECTION 2.5 - UNION ACCESS: Council 31, or the AFSCME International Union representatives shall have access to the premises of the City in order to help resolve a serious dispute or problem. In order to receive access, the representatives must provide notice to the appropriate City representative and make arrangements not to disrupt the work of employees on duty.

SECTION 2.6 - BULLETIN BOARDS: The Employer shall provide enclosed bulletin boards at each work location. The Union agrees to equally share bulletin board space with other labor organizations. The boards shall be for the sole and exclusive use of said labor organizations. The items posted shall not be political, partisan or defamatory in nature. The locations shall be:

- 1) City Hall, 1st Floor
- 2) Dries Lane Public Works Facility
- 3) Workforce Office
- 4) Police Department Building, 1" Floor

SECTION 2.7 - OUTSIDE EMPLOYMENT: Bargaining unit employees may not carry on any private business or employment which affects the time or quality of their work, which would seem to a reasonable person to be a conflict of interest with their position held at the City, or which casts discredit upon the City government. The City Manager must be notified of any secondary employment on an annual basis to ensure compliance with this Section; a form will be provided.

SECTION 2.8 - INFORMATION PROVIDED TO THE UNION: The Employer shall promptly notify the local 3464 the Union secretary and President in writing via email of hires and terminations of bargaining unit employees. In addition, the employer shall report to the Union by the 15th of the following month the listed personnel transactions which occurred in the month; new hires, promotions, relocations, lay-offs, reemployment, suspensions, discharges, transfers out of the unit, terminations and the hiring of temporary employees. In all transactions listed above, bargaining unit employee's social security numbers shall be redacted to only include the last four (4) digits but the employee identification number will also be included.

SECTION 2.9 - TIME OFF FOR UNION ACTIVITY: Local Union representatives shall be allowed reasonable time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or international conventions, provided such representatives shall give notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. Such time off shall not be detrimental in any way to the employee's record. The number of representatives selected to attend such activities shall not exceed one (1) employee from within the same division unless otherwise agreed to by the Director of the department.

For the Union's monthly meeting, one elected shift officer shall be released from duty to attend this meeting, with pay, up to a total of three hours. The City may seek a volunteer to fill this vacancy. If a volunteer is not available, the City may refuse the employee to attend this meeting due to an emergency, or staffing needs within the department.

Effective 4/24/05 the practice of payment of Union officials for Union business for employers other than the City of Peoria will be discontinued. Any further payment by the City after that date will require the Union to reimburse the City for such wage expenditures.

SECTION 2.10 - UNION ORIENTATION: Generally, within the first week after the Union has been notified that a new employee has started employment with the City, the Union may schedule a thirty (30) minute orientation with the employee, with prior notification and approval of the employee's supervisor.

SECTION 2.11 - DISTRIBUTION OF UNION MATERIALS: The Employer agrees that the Union shall have the right to use the inter-office mail system for Union correspondence. During employee's non-working hours, he shall be permitted to distribute Union literature to other non-working employees in non-work areas and in work areas during non-work hours. Communications that are political in nature and/or which are in violation of the City's anti-harassment policy are not permitted.

SECTION 2.12 - UNION MEETINGS ON PREMISES: The Employer agrees to make available conference and meeting rooms for Union meetings upon prior notification by the designated Union representative, unless to do so would seriously interfere with the operating needs of the Employer, or cause undue inconvenience to the Employer. Union stewards/representatives and employees shall record all Union business events during their regular hours of employment on their time sheets.

SECTION 2.13 - RATE OF PAY: Any time off with pay provided for under this Article shall be at the employee's applicable rate of pay as though the employee were working.

SECTION 2.14 - PERSONNEL RECORDS: The Employer and the Union agree to abide by the Illinois Personnel Record Review Act during the term of this Agreement

SECTION 2.15 - UNION REPRESENTATIVES LIST: The Union, upon request by the City, shall provide each year, an updated list of all local stewards, officers, and official representatives of the bargaining unit, along with their department/division location. Any changes in the list during the year shall be immediately reported to the Human Resources Director.

ARTICLE 3 MANAGEMENT RIGHTS

SECTION 3.1 - RIGHTS RESIDING WITH MANAGEMENT: Except as amended, changed or modified by the Agreement, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited: the right to hire, promote, demote, transfer, evaluate, allocate and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force, to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operations; to eliminate, contract, and relocate or transfer work and maintain efficiency.

SECTION 3.2 - STATUTORY OBLIGATIONS: Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

ARTICLE 4 NON-DISCRIMINATION

SECTION 4.1 - PROHIBITION AGAINST DISCRIMINATION: Both the Employer and the Union agree not to discriminate against any employee based on the protected class status of race, sex, creed, religion, color,

age, national origin, mental and/or physical disability, pregnancy or pregnancy related illness or child birth, sexual preference or sexual orientation or any other form of discrimination prohibited by applicable federal, state and local law.

SECTION 4.2 - EQUAL EMPLOYMENT/AFFIRMATIVE ACTION: The parties recognize the Employer's obligation to comply with applicable federal, state, and local fair employment practice laws.

SECTION 4.3 - UNION ACTIVITY: The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

SECTION 4.4 - GENDER CLAUSE: The use of the masculine pronoun throughout this agreement has been adopted by the parties for clerical convenience and shall in all instances include the feminine gender as well as the masculine.

ARTICLE 5 GRIEVANCE

SECTION 5.1 A - DEFINITION: A grievance is defined as a complaint or dispute between the parties, including the application or interpretation of this agreement.

SECTION 5.1 B - COMPLAINTS ON MATTERS NOT SUBJECT TO ARBITRATION: An employee or a group of employees may file a complaint concerning any matter in Article 22 (Health and Safety) of this agreement and such a complaint shall be processed in accordance with Section 5.2 below. Such complaints shall not, however, be subject to arbitration (Section 5.3).

SECTION 5.2 - GRIEVANCE PROCEDURE: The Union and/or any employee may file a grievance. It is the intention of both parties to promptly address grievances and to settle disputes at the lowest possible level.

Step One: Division Head (when appropriate)

An employee and his steward shall first attempt to resolve the grievance with the employee's Division Head who is outside the bargaining unit. All grievances must be presented not later than ten (10) working days of the occurrence upon which the grievance is based or when the grievant knew or should have known of the event. The Division Head shall meet with the grievant and his Union representative within ten (10) work days from receipt of the appeal to resolve the dispute whenever possible and if not settled, stating reasons why settlement was not possible. The Division Head shall render a written response to the grievance within ten (10) working days after the grievance has been presented.

Step Two: Department Head

If the Union desires to further process the grievance, it shall be presented in writing by the Union to the Department Head within ten (10) working days from the receipt of the answer from Step 1 of the grievance procedure. Within ten (10) working days after the grievance is presented to Step 2, the Department Head shall hold a grievance hearing with the Grievant and the Union. The Department Head shall render a written answer to the grievance within ten (10) working days after such hearing is held and provide a copy of such answer to the Union.

Step Three: Human Resources Director

If the Union desires to further process the grievance, it shall be presented by the Union to the City Manager (or designee selected by the City Manager) in writing within ten (10) working days after receipt of Step 2 answer. Within ten (10) working days after receipt of the written grievance, the parties shall meet in an attempt to

resolve the grievance unless the parties mutually agree otherwise. The City Manager (or designee) shall give his written response within ten (10) working days following the meeting.

Step Four: Arbitration

If the Union desires to further advance the grievance it may seek arbitration. Decision by the Union to seek arbitration shall be made within ten (10) working days from receipt of the Step 3 response through written notification to the Human Resources Director. The Union shall notify the FMCS and shall request that the Federal Mediation and Conciliation Services (FMCS) submit a panel list of seven (7) arbitrators, preferably experienced in municipal matters. The cost of this initial panel list of arbitrators shall be split evenly by the parties. The representatives of the parties shall meet within ten (10) working days of their receipt of this list from FMCS and engage in a mutual striking process to select an arbitrator. Each party shall have the right to reject one entire list, provided such rejection occurs within five (5) working days of the receipt of the list. The party rejecting the list shall be required to pay the full cost of the replacement panel. The parties shall alternately strike a name from the list until there is one name remaining, with the party requesting the arbitration striking the first name. The remaining name shall be the arbitrator.

SECTION 5.3 - ARBITRATION PROCEDURES: Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or reasonable documents. Each party shall bear the expense of its own witnesses who are not employees of the employer.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide the issue(s) presented and fashion an appropriate remedy. The decision and award of the arbitrator shall be final and binding on the Employer, the Union and the employee or employees involved.

The fees and expenses of the arbitrator, the cost of the hearing room, and the cost of a court reporter to provide a written transcript for the arbitrator shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it shall pay for the cost of its copy.

SECTION 5.4 - TIME LIMITS: The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step. The Employer's failure to respond within the time limits shall constitute a denial, and the grievance may be immediately appealed to the next step. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The term "days", as used throughout this Article, refers to work days.

SECTION 5.5 - INVESTIGATION AND DISCUSSION: When investigating and making a grievance, an employee shall (subject to the limitations below) be released from work without loss of pay for not more than two (2) hours to investigate and present the case in the oral step. If the employee requests Union representation during the investigatory, oral, or writing phase, one Union representative shall (subject to the limitations below) be released from work without loss of pay, for the same time limit as the employee. In formal grievance meetings (step one and above), the employee and the first Union representative may be joined by a second Union representative. Grievants and witnesses, who are called back on a different shift and/or on his day off as a result of the Employer scheduling a grievance meeting shall be compensated for attending such meetings. Meetings scheduled by an arbitrator shall not be compensated unless it falls on the employee's normal work shift. The employer and the Union shall schedule such meetings at the most convenient hour for all parties. When such meetings are held on the grievant's or witnesses work shift, they will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation.

No employee or Union representative shall leave his work to investigate, file or process a grievance without first notifying and making mutual arrangements with his supervisor or designee as well as the supervisor of any unit to be visited, and such arrangements shall not be unreasonably denied.

Upon request, the employee and Union representative shall be allowed privacy or the use of an appropriate room while discussing a grievance; and shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. "Reasonable" telephone use does not include long distance or toll calls at the employer's expense.

SECTION 5.6 - ADVANCED GRIEVANCE STEP FILING: Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure, may be filed at the appropriate advanced step where the action giving rise to the grievance was initiated.

SECTION 5.7 - EFFECT OF SETTLEMENTS: A grievance may be withdrawn or settled at any step without creating a precedent.

SECTION 5.8 - PERTINENT WITNESSES AND INFORMATION: In the interest of early settlement of disputes, both parties agree to provide directly applicable documents and witnesses pertinent to the grievance under consideration which are reasonably available to them and to the other party.

SECTION 5.9 - EXCLUSIVITY OF GRIEVANCE PROCEDURE: The procedure set forth in this Article shall be the sole and exclusive procedure for resolving any grievance, as defined in Section 5.1, which was or could have been raised by an employee covered by this Agreement.

ARTICLE 6 **NO STRIKE AND NO LOCKOUT**

SECTION 6.1 - NO STRIKE AND NO LOCKOUT: The Union and the employees covered by this Agreement recognize and agree that the rendering of services to the community cannot, under any circumstances or conditions, be withheld, interrupted, or discontinued, in such a way that to do so would endanger the health, safety and welfare of the inhabitants of the City. Therefore, during the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in any slow-down (a concerted effort to systematically delay or diminish services to the City), work stoppage, or strike, by bargaining unit employees. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, engage in or promote any lockout of employees covered by this Agreement.

SECTION 6.2 - UNION RESPONSIBILITY: In the event of a violation of Section 6.1 of this Article, the Union agrees to notify all bargaining unit members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 6.1 to return to work.

SECTION 6.3 - PENALTY: The Employer may move to discharge or discipline any employee who violates Section 6.1. The Union agrees that the City has the right to deal with any such strike activity by the above measures, including suspension without pay on any, some or all of the employees participating therein, depending on the individual facts of each alleged violation. Such discipline may be grieved.

SECTION 6.4 - MANAGEMENT RESPONSIBILITY: Nothing contained herein shall preclude the employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 7
LABOR MANAGEMENT RELATIONS

SECTION 7.1 - AGREEMENTS: All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and authorized representatives of the City. If an Agreement is reached as a result of such negotiations, it shall become effective only when signed by the authorized representative of the parties.

SECTION 7.2 - COMMITTEE: There shall be labor management meetings for the areas of discussion set forth below. Such meetings shall be held once each quarter, unless mutually agreed otherwise.

Each party shall prepare and submit an agenda to the other, one (1) week prior to the scheduled meeting. Minutes shall be taken and forwarded to the parties. These meetings will generally be attended by five (5) Union representatives, but the Union may request additional attendees which may be required as a result of a particular agenda item. Adequate staff representatives to address the items on the agenda will also attend the meetings.

The purpose of the committee is to deal with matters of general concerns to members of the organization as opposed to individual complaints of employees. Accordingly, the committee will not discuss grievances which are properly the subject of the procedure outlined in Article 5. Areas of discussion shall include:

- 1) The administration of this Agreement.
- 2) Disseminate general information of interest to the parties.
- 3) Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employee of the bargaining units.
- 4) Notify the Union of changes in non-bargainable conditions of employment contemplated by the Employer, which may affect employees in the bargaining unit.

The Union representatives shall be released from work with pay to attend Labor Management Committee meetings that are scheduled during their normal hours of work.

ARTICLE 8
EMPLOYEE TESTING AND FITNESS FOR DUTY

SECTION 8.1 - EMPLOYEE TESTING: All employee testing shall be conducted in accordance with the following:

- A. Psychological, Psychiatric and Physiological Testing:** No employee shall be requested or required to undergo psychological, psychiatric or physiological testing unless the employer has just cause to believe the employee is then unfit for duty. The employer shall set forth the basis for such just cause in writing to the employee at the time the employee is ordered to undergo such testing, including all objective facts and subjective reasoning that forms the basis for the Employer's belief that the employee is then unfit for duty. Employees shall have the right to Union representation when being informed of the need for testing, and shall have the right to secure similar testing at their own expense from psychiatrists, psychologists or physicians of their own choosing. The City and the employees shall only utilize the services of qualified, certified medical doctors, psychiatrists or psychologists. The employee shall be given a copy of any and all information, reports and opinions that is provided the City as a result of such testing. An employee's fitness for duty shall be measured and determined by the employee's ability to perform the essential functions of the job.

SECTION 8.2 - DRUG AND ALCOHOL FREE WORKPLACE

- I. POLICY:** It is the policy and commitment of the City and the Union to provide an environment within the workplace which is free from prohibited drugs and alcohol in order to protect the employees as well as the health and safety of the public. The City recognizes that alcohol and drug abuse is considered by many to be an illness and encourages its employees who may have substance abuse problems to voluntarily utilize an effective treatment and rehabilitation program before such abuse affects the employee's job performance. The City's Employee Assistance Program and the Union Counselor Program will provide coordination and referral services in such cases.
- A. Consistent to the requirements of the Federal Drug Free Workplace Act:**
- 1) Any employee who consumes, possesses or distributes illegal controlled substance while in the workplace or while conducting City business shall be terminated from the employ of the City.
 - 2) Any employee who consumes, possesses, distributes or is under the influence of alcohol while in the workplace or while conducting City business shall be disciplined by the City; provided, that this paragraph shall not apply to the consumption of alcohol by an employee at an event such as a business reception or conference, where such consumption has been authorized by the employee's division or department head.
 - 3) Any employee who fails to notify the City within five (5) days after they are convicted of a criminal drug offense for a violation taking place in the workplace or while conducting City business, will be terminated from the employ of the City.
 - 4) Any employee convicted of the manufacture, sale, or distribution of prohibited drugs, regardless of when or where that act takes place, will be terminated from the employ of the City.
 - 5) The City shall provide employees and supervisors with a positive program of drug and alcohol education and make everyone aware of help that is available for such a problem.
- B. Recall:** The parties recognize that employees may be placed in a conflict arising from the fact that employees are not prohibited from consuming alcohol or legal drugs while off duty but may be subject to emergency recall from off duty, the following procedure shall apply.
- 1) The recalled employee shall advise the department representative notifying him if he has consumed alcohol or legal drugs during the day of the emergency recall and the extent of such activity.
 - 2) The individual in charge of the recall shall assess the employee's condition and fitness for duty and either assign him to duty or, if the employee is determined to be unfit for duty will not allow him to sign in for duty.
 - 3) Any employee who reports for the recall without informing the department of his consumption of alcohol or legal drugs as required in paragraph 1 above, shall not be allowed to work if he appears to be impaired and shall not be paid for reporting.
 - 4) It is specifically agreed that no employee shall be disciplined or the subject of any adverse employment action for being under the influence of alcohol or legal drugs in any instance where the employee notifies the employer that he has consumed alcohol or legal drugs off duty and is ordered into work by a supervisor.
- C. Voluntary Referral:** It is specifically agreed that no employee shall be disciplined or the subject of adverse employment action because of alcohol or drug abuse where the employee notifies the Employer that he has a problem with drug or alcohol use, and voluntarily seeks assistance prior to initiation of an investigation of suspected drug or alcohol abuse by the employee or pending discipline. If the employee questions the prior initiation of the investigation or discipline procedure, the City shall, on request, provide documentation showing the date such action was commenced. Such employees shall be referred by the managerial employee who is notified to the City's employee assistance program or the Union counselor program for confidential counseling and treatment or referral to a recognized treatment program. Such voluntary participation shall not confer immunity from discipline, for any misconduct

attendant to the substance abuse but the substance abuse problem shall not be considered against the employee in the disciplinary procedure. The managerial employee shall not divulge any information regarding the nature of the problem received from the employee who voluntarily seeks the help of the employee assistance program except on a strict need-to-know basis to any other person or entity except upon proper court order or written authorization of the affected employee. Such voluntary referrals to the employee assistance program, however, does not relieve the employee from the responsibility to adequately perform their job. In addition, voluntary submittal does not eliminate the employee from the requirements to take required drug or alcohol tests as described in this Article.

D. Disciplinary Action for Confirmed Positive:

- 1) First Positive. The first confirmed positive test result will be cause for a disciplinary suspension of 5 days. Effective 1/01/06, the first confirmed positive test result will be cause for a disciplinary suspension of 10 days. The employee must agree to the following conditions: (1) the employee will be mandatorily referred to the City's Employee Assistance Program or the Union Counselor Program for referral for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the employee will be required to cooperate in and complete the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of up to 12 months, remain free of drug and alcohol use, and sign an agreement consenting to said conditions. Failure to comply with these conditions of continued employment shall be cause for discharge.
- 2) Second Positive. If an employee has a first confirmed positive test under the previous paragraph 1 and enters a treatment program, and thereafter that employee has a subsequent confirmed positive test as a result of periodic unannounced random or reasonable suspicion drug and/or alcohol screening, the employee shall receive a 30 day disciplinary suspension and shall be required to continue in treatment and comply with the other conditions of treatment set forth in the preceding paragraph. The length of the 30 day disciplinary suspension shall be final and binding on the Union and the employee, and the level of discipline shall not be subject to the grievance procedure. Effective 1/01/06, a second confirmed positive test shall result in the employee's discharge, which discharge shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure in the collective bargaining agreement.
- 3) Subsequent Positive. An employee who, prior to 1/01/06, has a confirmed positive test subsequent to the second confirmed positive under Paragraph 2 of this Section D, or on after 1/01/06 has a second confirmed positive test at any time either periodic unannounced, random or reasonable suspicion, shall result in the employee's discharge, which discharge shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure in the collective bargaining agreement.
- 4) Employment Status. There is no requirement on the part of the City to keep an employee on active employment status who is receiving treatment under this Section if it is appropriately determined (i.e., determination by an independent physician and/or appropriately certified medical and/or psychological professional) that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.
- 5) An employee who has been disciplined in accordance with Section 8.2 (D.1), and who does not have a subsequent positive test result for a period of eight (8) years after the initial positive test result, shall be subject to a ten (10) day suspension for the next positive test result.

- E. OTHER RELATED DISCIPLINE.** This section shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge because the employee's condition is such that he is unable to properly perform his duties due to the effects of drugs or alcohol, nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during the work day or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public or City of Peoria life, limb or property).
- F. COSTS OF TESTING AND REHABILITATION:** The City agrees to bear the costs of all testing ordered by the City, and of rehabilitation programs ordered by the City to the extent they are not covered by the employee's health care provisions or insurance. The employee may be required to assist the City in coordinating benefits of insurance coverage.
- G. REMUNERATION:** In the event that it is determined at Step 3 of the grievance procedure that any employee was ordered to submit to multiple drug and/or alcohol tests for the purpose of harassing that employee, the employee shall be compensated One Hundred (\$100.00) Dollars. In the event that it is found by an arbitrator that any employee was ordered to submit to multiple drug and/or alcohol tests for the purpose of harassing that employee, the arbitrator shall have discretion to order compensation for that employee of up to Two Hundred (\$200.00) Dollars as a part of the arbitration award. When drug and alcohol tests are taken concurrently, it shall be considered one test.

II. PROCEDURE

1. **Reasonable Suspicion:** The City shall require any employee to submit to drug or alcohol testing when there is reasonable suspicion to believe that an employee is under the influence of drugs or alcohol on duty. The existence of reasonable suspicion shall be determined according to the standard defined below. Where reasonable suspicion has been determined to exist the City may order individual employees to submit to blood, breath, or urine tests to determine the presence of alcohol and/or drugs in accordance with the procedures set forth in this section.

- A. Reasonable Suspicion Standard.** Reasonable suspicion exists if the facts and circumstances warrant a rational inference that a person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:
- 1) Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances.
 - 2) Information relating directly to use of alcohol or controlled substances provided by an identifiable third party which is independently corroborated.
 - 3) Post-accident which results in an injury to a person and/or damage to City property in excess of \$250.

The foregoing does not limit the City from ordering testing in the absence of reasonable suspicion in the following circumstances:

- 1) Pre-employment screening of applicants for employment to bargaining unit positions;
- 2) Any employee who was driving a city vehicle involved in an accident where injury occurred or a citation for a moving violation was issued;
- 3) Employees who have voluntarily requested referral under Paragraph I C above before they return to work.

- 4) Post-accident which results in an injury to a person and/or damage to City property in excess of \$250.
2. In addition, the City shall have the right to order random test for the presence of alcohol or illegal drugs of Emergency Communications Telecommunicators, Property & Evidence Technicians and his/her relief person, and employees in the following classifications where regular use of a vehicle is required in the performance of City business: Civil Engineer I & II, Public Works Planner, Neighborhood Development Specialist, Workforce Development Team Leader, Business Services Representative, Career Counselor, Permit Engineer, Facilities Engineer, Parking Meter Technician, Rehabilitation Specialist, Shelter Services Coordinator, Zoning Enforcement Inspector, Building Inspectors I, II & III, Code Enforcement Inspector, Senior Code Enforcement Inspector, Plumbing Inspector, Senior Plumbing Inspector, Electrical Inspector, Senior Electrical Inspector, Engineering Technician I, II & III, Engineering Program Administrator, Forestry/Grounds Planner, Parts Technician, Animal Control Officer, Parking Enforcement Officer and Electronics Repair Technician. The parties agree that there shall be no random, periodic or mass testing of employees for alcohol or drugs other than as provided in this Article.
3. Employees ordered to submit to drug and alcohol tests shall promptly comply with the order, whether or not they believe reasonable suspicion or other grounds for the order exists. Refusal to submit to and complete such tests as provided for under this Article, shall subject the employee to immediate discharge. Employees who submit to such tests shall not be deemed to have waived or otherwise impaired their rights to grieve or otherwise contest any aspect of the testing as may be provided by law or this Agreement. The City shall present each employee, prior to issuing the order to test, this Agreement, the policy of the City concerning drug and alcohol abuse and a written statement that refusal to submit to the test is grounds for immediate discharge. Employees shall have the right to union representation when being ordered to submit to drug or alcohol tests. Tests shall not be unreasonably delayed because of the absence of the union representative. In the absence of the union representative, the employee may choose another bargaining unit employee who is available to be present when being ordered to submit to the test(s).
4. It being the desire of the parties to protect the safety of the public and other employees, yet safeguard the rights of individual employees, the parties agree that drug and alcohol testing shall be conducted as follows:
- (i) Use only a SAMHSA certified or licensed clinical laboratory to test body fluids or materials for alcohol or drugs, and only a breath testing device and operator currently certified by the United States Department of Transportation (DOT). All breath tests shall be done on a DOT certified breath analysis machine;
 - (ii) Establish a chain of custody procedures for both sample collection and testing that will insure the integrity of and identity of each sample and test result;
 - (iii) Collect a sufficient sample of the same body fluid or material to permit for an initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee. In the case of urine testing, it shall be a split sample;
 - (iv) Collect all samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Proper testing may be conducted to prevent the submission of a false or adulterated sample;

- (v) Confirm any body fluid sample that tests positive in the initial screening for alcohol or drugs by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the detected alcohol or drug metabolites;
- (vi) Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his own choosing and at the employee's expense;
- (vii) Require that the clinical laboratory report to the designated Medical Review Officer for the City positive results only in the case where both the initial and confirmatory test results are positive as to the same sample;
- (viii) Provide each employee with a report of the confirmed positive results of each drug or alcohol test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory, and any other information provided to the City by the laboratory.
- (ix) Where a positive result is confirmed, specimens shall be maintained in secured, refrigerated storage for at least a period of 120 days to permit additional testing at the election and expense of the employee;
- (x) If an alcohol test reveals that there is a concentration of 0.04% of alcohol or more in the employee's blood stream (blood alcohol concentration shall mean either grams of alcohol per 100 milliliters of blood or grains of alcohol per 210 liters of breath), the employee will automatically be deemed "under the influence" of alcohol within the meaning of this policy, and therefore, shall be subject to discipline under this policy;
- (xi) The testing or processing phase for body fluids shall consist of a two-step procedure:
 - (a) Initial screening test
 - (b) Confirmation test
- (xii) The body fluid sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending". Notification of test results to the City shall be held until the confirmation test results are obtained;
- (xiii) A body fluid specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test;
- (xiv) Personnel utilized for testing will be certified as qualified to collect samples or adequately trained in collection procedures;
- (xv) Concentration of a drug at or above the levels established by SAMHSA for screening tests shall be considered a positive test result when using the initial immunoassay drug screening test. At the present time, these levels are:

INITIAL TEST

Level — Nanogram/Milliliter (hereafter referred to as ng/ml)	
Marijuana metabolite.....	50
Cocaine metabolite.....	300
Opiate metabolite.....	2000
Phencyclidine.....	25
Amphetamines.....	1000

Concentration of a drug at or above the levels established by SAMHSA for confirmatory test shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a technologically different initial screening method. At the present time, these levels are:

CONFIRMATORY TEST	Level (ng/ml)
Marijuana metabolite.....	15*
Cocaine metabolite.....	150**
Opiates:	
Morphine.....	2000
Codeine.....	2000
6-Acetylmorphine.....	10***
Phencyclidine.....	25
Amphetamines:	
Amphetamines.....	500
Methamphetamine.....	500****

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Benzoylcegonine

Test for 60AM when morphine concentration exceeds 2000 nanograms/milliliter *Specimen must also contain amphetamine at a concentration \geq 200 nanograms/milliliter

- (xvi) Employees having a negative drug test result shall, upon request, receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file;
- (xvii) Each step in the collecting and processing of the drug testing shall be documented to establish procedural integrity and the chain of custody;
- (xviii) For random drug tests, the following additional conditions shall apply:
 - (a) The City will contract with an independent third party to provide random selection services through use of a computerized random number generator program. The City shall specify the percentage of positions that are to be tested annually, and the number of dates on which the testing is to occur. The random number generator will then select the dates for testing and the individuals to be tested that day.
 - (b) To maintain the security of the selection system, the contractor shall deal exclusively with the designated City Representative, for purposes of notifying the City of testing dates and individuals selected, verifying and updating the pool and supplemental selection of individuals, if necessary.
 - (c) Any employee selected who is on authorized time off which was applied for and approved prior to notice to the department of the date of the test shall be required to report to the collection site on his/her first day back from preapproved leave. Any employee who requests leave of any type after the department has been notified of the testing date shall be required to report to the collection site of the shift he would otherwise have been required to report unless he is excused by the Human Resources Director for good cause shown. Any employee so excused shall be required to report to the collection site on his first day back to work.
 - (d) When an employee is selected in the random process, he/she shall promptly report to the appropriate collection site upon the direction of his/her supervisor. He/she shall provide a urine specimen sufficient to allow for "split sample" collection and processing of the specimens or a breath sample sufficient for a breath alcohol test depending upon whether the random test is for drugs or alcohol respectively.
- (xix) If an employee is required to leave work to take a drug/alcohol test, the City will pay the employee for time lost from scheduled work for that day. When an employee is required to

report for a drug and/or alcohol test other than while at work, the employee shall be paid for such time at their regular rate.

5. The City agrees to maintain all records concerning drug problems of its employees, including all records pertaining to City required drug tests, in the utmost confidence, subject to legal discovery. If the City receives a discovery request for any records regarding drug problems of an employee and it decides to comply with that request, it shall notify the employee prior to releasing any of the records.

Except when required pursuant to legal discovery, no records concerning the drug problems of any employees shall be released to other employers or agencies without written permission of the person whose records are sought.

6. Employees shall have the right to grieve the basis for the order to test, accuracy of the tests, the consequences of the test (except as specified herein), or any alleged violation of this Agreement. Should a grievance concerning such testing be sustained, the arbitrator shall have the authority to fashion an appropriate remedy, including but not limited to expungement of records, a prohibition against using information concerning the test or results thereof in any future employment decision, and the posting of appropriate notices. It is understood that employees' legal rights that may exist outside this Agreement concerning drug and/or alcohol testing are not limited or in any manner abridged herein and they may pursue the same as provided by law, this Agreement notwithstanding. The City agrees to indemnify and hold harmless the Union for and against any claims, demands or any liability that may arise, reasonable costs and attorneys' fees included, as a result of any testing conducted by the City.

SECTION 8.3 - PHYSICAL & MENTAL FITNESS: It shall be the responsibility of each employee to maintain the standards of physical and mental fitness required for performing his job. Whenever the Employer has just cause to suspect that the physical or mental condition of an employee is endangering his own health or the safety of fellow workers, the employee may be requested to submit to an examination by a physician without expense to the employee which shall only be for the purpose of determining his physical and/or mental condition relative to City employment.

SECTION 8.4 - POLYGRAPH TEST: Except for the Property & Evidence Technician, and his/her relief person, no employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer nor shall they be subject to discipline for the refusal to take such. A Union representative may accompany a bargaining unit employee to a polygraph examination. The representative may review the polygraph questions but may not be present during the administration of the polygraph examination. Should a polygraph examination be agreed to, or used, only licensed professionals will be used.

SECTION 8.5 - UNION COUNSELOR PROGRAM: The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their efficient and productive performance of their essential job duties and responsibilities.

The City recognized the value of the Union Counselor Program and agrees to allow reasonable time off for those counselors participating in this program, without loss of pay.

SECTION 8.6 - EMPLOYEE ASSISTANCE PROGRAM: The City agrees to provide an Employee Assistance Program to assist employees who are experiencing personal problems which the employee believes may be affecting his job performance. This program is available to all employees and their immediate family. Except as provided otherwise in this Agreement, employee participation in the Employee Assistance Program shall be voluntary, confidential, and not used for or considered in matters relating to performance evaluation,

discipline or promotions. Participation in the program shall not be used as an excuse for poor job performance. The EAP will be in addition to the Union Counselor Program.

ARTICLE 9 SENIORITY

SECTION 9.1 - DEFINITION OF SENIORITY: Seniority as used in this Agreement, shall mean the full time employment with the Employer beginning with the latest date of hire in a position covered by this collective bargaining agreement and shall include other periods of absence authorized by and consistent with this Agreement. Employees employed as of the effective date of this Agreement shall retain seniority as presently held.

SECTION 9.2 - TERMINATION OF SENIORITY: Seniority and the employment relationship shall be terminated when an employee:

- (a) Quits, resigns or retires;
- (b) Is discharged (unless reversed by grievance procedure);
- (c) Is absent without leave for three (3) consecutive working days without notifying the City except where the failure to notify is due to circumstances beyond the control of the employee;
- (d) Is laid off for a period of time which exceeds 24 consecutive months if the employee has four (4) years or less seniority on the date of layoff, or forty-eight (48) consecutive months if the employee has more than four (4) years of seniority at the time of layoff or is laid off and fails to report to work within fourteen (14) working days after having been recalled, except where the failure to return to work is due to circumstances beyond the control of the employee and the employer has been so notified;
- (e) Is promoted out of the bargaining unit.

SECTION 9.3 - SENIORITY LIST: The City shall maintain and keep current a roster of the employees showing the applicable employment seniority for each employee. This roster shall be made available by request of an authorized Union representative at reasonable times during regular City business hours.

SECTION 9.4 - POSTING: The City shall post at each work location an updated and current seniority list every year during the month of November, and shall deliver a copy to the Union.

ARTICLE 10 PROBATIONARY PERIODS

SECTION 10.1 - PROBATIONARY PERIOD - NEW HIRES: New hires will serve an original probationary period of 3, 6, or 12 months, depending upon the range level of the position in which they have been appointed as follows:

Probation length for class specifications are:

- Pay range 214 - 216 3 months
- Pay range 217 - 220 6 months
- Pay range 221 - 224 12 months

- A. Employees must successfully complete the probation for the specific position to which they seek appointment to be elevated to "regular employee" status. Partial probationary period's service in one position shall not be credited toward the probationary period for another period. Temporary employees do not service, nor ever complete, probation. The phrase "regular employee" means a bargaining unit member.

- B. The City may adjust probationary period by the length of time equal to the length of any authorized leave of absence or other approved breaks in service taken by the employee during the probationary period. If break in probation is more than two (2) months, the City may require the entire probationary period be restarted. All extensions to an employee's probation period may only be made with concurrence of the Union. C. The City reserves the right to withhold granting of regular employees status beyond the limits set forth herein for those employees who are required to have special certifications as a condition of employment.

SECTION 10.2 - ORIGINAL PROBATION: At least twice during the probationary period (once for 3 month probationary positions), the supervisor shall give each probationary employee a written evaluation of his work. Should a new employee's performance be judged unsatisfactory, the employee may be terminated. Dismissals of original probationary employees may be appealed to the City Manager. But may not be the basis of a Grievance under Article 5. The decision of the City Manager to retain or dismiss the employee shall be final and binding on all parties.

SECTION 10.3 - PROBATIONARY PERIOD: Employees transferred to a bargaining unit position shall successfully complete a three (3) month probationary period. Except that employees who transfer to a new position, who have not yet completed the probationary period as a new hire, shall be required to serve the entire probationary period for the new position as if they were a new hire.

- A. Transfers due to exercise of bumping rights resulting from a layoff shall not require a probationary period.
- B. Section 10.1 shall apply regarding breaks in probation, and certification requirements.
- C. An employee who has voluntarily transferred has up to three (3) months to decide whether he or she wishes to return to their previous position. Thereafter, the employee may not have the option of returning to their most recent position for whatever reason.
- D. Should an employee, who was voluntarily transferred from another classification, not complete the probationary period, he or she shall be reinstated to their former position. The decision of the employer to return a person to their former position is final and binding.

ARTICLE 11 LAYOFF AND RECALL

SECTION 11.1 - NOTICE: The Employer shall notify the Union thirty (30) days prior to the intended effective date of a planned layoff. The Employer and the Union will promptly meet to discuss alternatives to the layoff. If alternatives cannot be found, employees to be laid off will be notified ten (10) working days prior to the effective date. Employees who are later impacted by the bumping rights of more senior employees will be given advance notice when possible. Employees not being given ten (10) working days' notice shall be given ten (10) days' pay.

SECTION 11.2 - PROCEDURE FOR LAYOFF: When employees are removed from a classification for the purpose of reducing the work force in that classification, the following rules in part A and B shall apply:

- 1. The employee with the least seniority in the department in the affected classification shall be removed first.
- 2. Any employee who, as a result of a layoff loses his/her position may accept the layoff or may exercise bumping rights.

3. Prior to bumping, the employee being laid off shall first be placed in a vacancy in the same classification. If more than one vacancy exists, the employee shall have his/her choice by seniority.
4. The employee being laid off may bump the employee with the least seniority within the same classification.
5. If the employee being laid off or bumped has the lowest seniority within the job classification, then that employee may bump the employee with the least seniority in the next lowest job classification within the same job family series, provided the employee bumping does have greater seniority. (Appendix B)
6. Bumping rights must be exercised within descending order within the job family series.
7. If an employee being laid off or bumped cannot bump another employee within his job family series, he may exercise bumping rights to another classification in another job family series if he has previously held that position in said job family series within the last five (5) years and has completed the probationary period for the position.
8. Any employee not placed in a vacancy in his classification or not placed by bumping shall be transferred to a vacancy, subject to the appropriate requirements of that position listed in part B, and conditional upon ability to learn the work within a reasonable period.
9. The employee's wage rate shall not change if he is transferred within the same pay range. Whenever an employee bumps into a lower classification, he shall not be paid less than he was making in the previous position except when his previous wage rate is above that of the highest wage rate in the pay range, then the employee shall be paid the highest wage rate in the pay range.
10. All employees in temporary and part-time positions within an affected job family within the Department will be laid off or eliminated prior to the lay-off of a full time employee within the department.

B. Requirements for Professional, Technical, or Clerical Positions: During a reduction in force, if it becomes necessary to assign an employee to a professional or technical job classification in Pay range 218 or above, efforts will be made to place such employee in the above listed order (part A) provided the employee possesses the required education, skill, and experience as indicated by City records). If the employee bumps into a position which requires specific skills in typing, dictaphone, and/or shorthand, the employee must first pass the appropriate exam(s) before bumping into that position.

SECTION 11.3 - PROCEDURE FOR RECALL: Employees affected by layoff, either removed, transferred, or demoted, shall be recalled to a vacancy in their job family series in order of their seniority for a period of time consistent with Section 9.2(d) of the Agreement. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they meet the requirement as in Section 11.2(B).

If an employee accepts a position exempt from the bargaining unit, he will not be eligible to bump back into his previously held position if he has completed probation for the exempt position.

All new bargaining unit positions shall be negotiated into the job family series of Appendix F prior to the beginning of any layoff or recall procedures.

SECTION 11.4 - LIMITATIONS TO LAYOFF AND RECALL: Approval to bump into, or be recalled to, a position within the Police Department is subject to a standard background investigation as required by State and Federal criminal history records confidentiality laws and regulations.

ARTICLE 12
EMPLOYEE DISCIPLINE

SECTION 12.1 - EMPLOYEE DISCIPLINE: The City shall use the principles of progressive discipline to improve employee behavior and/or performance. However, depending upon the severity of the infraction, dismissal may be considered an appropriate remedy. It should also be recognized that when using the principle of progressive discipline, all aspects of performance are taken into consideration. Individual infractions standing alone, may not warrant action beyond the first level, but when viewed cumulatively with other warnings, more serious action may be appropriate.

Disciplinary action may be taken in any form including the following:

1. Verbal warning may be taken for future reference
2. Written reprimand
3. Suspension
4. Dismissal

(a) **Disciplinary Action:** No post-probationary employee shall be discharged, suspended, reprimanded, relieved from duty or otherwise disciplined in any manner without just cause. If the City has reason to reprimand an employee, it will be conducted in a manner which will not embarrass the employee before other employees or the public.

Discipline shall be administered in a timely manner depending on the circumstances of such discipline. However, only in cases involving suspension without pay of more than ten (10) work days, that part of the suspension in excess of ten (10) work days shall be held in abeyance until the grievance is resolved. Subsequent suspensions in excess of ten (10) work days for a like offense shall not be eligible for abeyance unless the discipline is impacted by understaffing.

(b) **Right to Representation:** Employees shall have the right to Union representation at all meetings with the City where the employee reasonably understands that disciplinary action may result. If an employee asks the City representative if the meeting may result in disciplinary action, the City representative will respond in writing to the employee before the meeting can continue. No suspension or dismissal will occur without a prior offer to the employee to provide a meeting at which the employee has the opportunity to present his or her input regarding the circumstances leading to the possible disciplinary action at which meeting the employee shall be entitled to Union representation.

(c) **Notification:** In the event that any disciplinary action is imposed the employer shall furnish the employee and the Union with a copy of all disciplinary reports.

(d) **Human Resources Department Records:** Records of oral and written warnings imposed shall be removed from an employee's record if from the date of the discipline one (1) year has passed for oral warnings, two (2) years has passed for the written warnings, and three (3) years has passed for disciplinary suspensions of less than five (5) working days without the employee receiving discipline for like offense. The only exception is that disciplinary action involving harassment, discrimination and/or

violence related offenses may be archived in a separate file but may not be cited for disciplinary reasons beyond expressly stated in this Article.

SECTION 12.2 - ORAL REPRIMANDS: In cases of oral reprimands, the supervisor must inform the employee that he is receiving an oral reprimand and of their right to Union representation, which shall be provided if so requested. The employee shall, upon request, also be given reasons for such discipline, which may include, any names of witnesses and copies of pertinent documents.

ARTICLE 13 RESIDENCY REQUIREMENT

SECTION 13.1 - RESIDENCY: Employees hired on or prior to June 21, 1988 shall establish and maintain their principal place of residence within Peoria County or within a twenty (20) mile radius of Peoria City Hall. Employees hired after June 21, 1988 shall establish and maintain their principal place of domicile in the City within 30 days of the end of their probationary period or one (1) year whichever is greater. At the conclusion of five (5) full years of active service and of Peoria city limits residence, they may establish and maintain their principal place of domicile within the City of Peoria or outside the City within a twenty (20) mile radius of Peoria City Hall.

Employees hired on before June 21, 1988 who elect to establish and maintain their principal place of domicile outside of Peoria County and employees hired after June 21, 1988 who meet the requirements to establish and maintain their principal place of domicile outside the City within a twenty (20) mile radius of Peoria City Hall, and who elect to establish and maintain such principal place of domicile, shall forfeit any further increase in the amount and percentage of longevity pay they would otherwise be entitled to under Section 28.6 of the Agreement.

An employee, who after completing the five year City of Peoria residency requirement elected forfeiture of the increase and percentage of longevity pay during the previous Agreement to move beyond the Peoria County and/or Peoria City Limits, whichever was applicable, shall have the percentage and increase in longevity pay reinstated on the effective date of this Agreement. There shall be no retroactivity payment for any forfeiture of longevity pay under the previous contract.

Any employee hired on or after January 1, 2004 with less than five full years of Peoria city limits residence may elect to waive the Peoria city limits residence requirement by agreeing to forfeit 2% of his annual base salary for the time that remains on such Peoria city limits residence requirement. An employee who makes such election must complete a Waiver of Residency form at Human Resources prior to establishing the principal place of domicile outside the Peoria city limits. A probationary employee who elects to not establish Peoria city limits residency shall begin the five full year salary reduction period upon completion of the Waiver of Residency form.

An employee hired on or before June 21, 1988 will reinstate the increase in the amount and percentage of his longevity pay by reestablishing and maintaining his principal place of domicile within Peoria County. An employee hired after June 21, 1988 with at least five (5) full years of active service and Peoria city limits residence will reinstate the increase in the amount and percentage of his longevity pay by reestablishing and maintaining his principal place of domicile within the Peoria city limits. Such reinstatement will only include the prior time that the employee was eligible for an increase in the amount and percentage of longevity pay.

An employee's unauthorized residency outside the city or county or twenty (20) mile radius from Peoria City Hall in violation of the applicable residency requirements established above shall be grounds for immediate dismissal. For the purpose of this Article, an employee's place of residency shall be considered to be his principal place of domicile.

The need to establish residency within the probationary period may cause an extreme hardship on individuals. In such cases, the Human Resources Director may grant extensions of the time limit, not exceeding one year.

ARTICLE 14 HOLIDAYS

SECTION 14.1 - HOLIDAYS: The following are holidays for employees: New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Employees shall receive holiday benefits according to Sections 14.2 thru 14.5 based on work assignments.

Employees assigned to the job positions of Emergency Communications Telecommunicator, Computer Operator, Police Information Technician, Police Records Technician I, Police Records Technician II, and Administrative Specialists assigned to CID constitute a group of employees termed "shift workers". Shift workers shall observe holidays on the actual day of the holiday. All other employees will observe holidays on the national recognized day. If a holiday falls on Saturday, it will be observed Friday, and if the holiday falls on Sunday, it will be observed on Monday.

SECTION 14.2 - HOLIDAY BENEFITS ELIGIBILITY: To be eligible for holiday benefits, an employee must work his full last regularly scheduled day before and his first full regularly scheduled day after the holiday, unless he is on vacation, sick leave or other approved leave with pay or is excused by his supervisor, with or without pay.

SECTION 14.3 - TIME-OFF/COMPENSATION - SHIFT WORKERS: Shift workers are scheduled on a 365 day basis and are therefore required to work many holidays. The Employer, wherever practical, will reduce its staffing requirements in an attempt to schedule additional persons off work on the actual holiday.

- (a) A shift worker whose regularly scheduled day off coincides with the holiday shall either, at the employer's option:
 - select a different day off work, without loss of pay, or
 - be given one day of extra compensation;
- (b) A shift worker who is scheduled to work on the holiday:
 - may be offered time off without loss of pay, or
 - will be paid time and one half for all actual hours worked, and
 - will be paid double time for all hours in excess of 8 hours, and
 - will receive an additional day of pay.
- (c) During each year, instead of additional days of pay, each shift worker may, at their own option, request that up to two holidays be observed as time off work on some other day in the year. In such cases, the employee working on that holiday will receive holiday overtime rates but will reserve the "holiday pay" to cover the other day off work without loss of pay. If the option to have time off is selected but not scheduled by the end of the year, it shall be compensated through the payroll system, and not carried forward to the next year.

SECTION 14.4 - TIME OFF/COMPENSATION - REGULAR FULL TIME EMPLOYEES: All regular full time employees shall be allowed off work, without loss of pay, for each holiday. If an employee is required to work on the holiday, they will either receive an additional day of extra compensation or scheduled for a different day off work without loss of pay. All work on a holiday is paid at a rate of time and one half.

SECTION 14.5 - TIME OFF/COMPENSATION - REGULAR PART TIME EMPLOYEES: All regular part time employees shall have time off work with pro-rated wage for the day based on their regular number of scheduled hours per week divided by 40.

SECTION 14.6 - SCHEDULING: The current practice of determining department needs and the scheduling of holidays shall remain in effect during the term of this agreement.

ARTICLE 15
PERSONAL DAYS

SECTION 15.1 - ACCRUAL: Employees with less than five (5) years of service shall accrue 2.67 hours per month to be used for personal reasons. Employees with five (5) or more years of service shall accrue 3.33 hours per month to be used for personal reasons.

SECTION 15.2 - USE: The use of time off in observance of a personal day is subject to the reasonable scheduling needs of the employee's department. Employees shall request the use of personal time off in advance of the day to be observed. The employer shall not require an employee to give a reason as a condition for approving the use, nor will approval be arbitrarily withheld. If personal time off is approved, then later the employer's needs change, the employee may be asked to reschedule their personal time, but may not be required, coerced or compelled to reschedule time off.

Personal time, if not used in the year accrued, may be carried over to the next year only if the employee schedules and uses it in January or February of the next year, and if not used, then it will be lost and no extra compensation paid.

SECTION 15.3 - PART-TIME EMPLOYEES: All regular part-time employees shall be -allowed time off work with pro-rated accrual based on the following formula:

$$\begin{array}{rcl} \text{Number of hours scheduled} & \times & 2.67 \text{ (1-4 years) or} \\ 40 & & 3.33 \text{ (5+ years)} \end{array}$$

ARTICLE 16
VACATIONS

SECTION 16.1 - ACCRUALS: Full time employees shall accrue vacation year by applying the accrual rate listed opposite the years of service completed year as shown in the following schedule:

<u>Completed Years of Service</u>	<u>* Accrual Rate (Hrs/Mo)</u>
0 thru 4 years	6.67
5	7.34
6	8.00
7	8.67
8	9.34
9	10.00
10	10.67
11	11.34
12	12.00
13	12.67
14 or more	13.34

* Accrual rates will be increased on January 1st of the year in which the employee attains the years of service necessary for a change in accrual benefits.

If an employee begins service prior to the 15th of the month, he will be given vacation credit for the full month. Those new employees who have not earned vacation time entitling them to two weeks' vacation may be allowed two weeks, but they will be compensated only for the vacation credit earned in accordance with the provisions of this Article.

Employees shall accrue vacation leave on a monthly basis. They shall not accrue vacation leave, however, in any month in which they are absent for the entire calendar month without leave, on a leave of absence without pay. Vacation will continue to accrue for the first six (6) months when an employee is off the job due to an on the job injury, and will begin again when the employee returns to work.

All regular part-time employees shall be allowed time off from work with pro-rated accrual based on the following formula:

$$\frac{\text{Number of hours scheduled}}{40} \times \text{Current year accrual rate}$$

SECTION 16.2 - VACATION SCHEDULING: Current practice pertaining to scheduling of vacations shall remain in effect during the term of this Agreement.

SECTION 16.3 - SEPARATION: Employees who resign, retire, or are otherwise permanently separated from the service of the City, shall receive payment for all of their accumulated vacation leave hours upon their separation from employment with the City. In the event of an employee's death, this payment shall go to the employee's estate.

The amount of this payment for these accumulated vacation leave hours shall be calculated based upon the employee's rate of pay in effect for his regular position on the last day of his employment.

SECTION 16.4 - CARRY OVER: Vacation must ordinarily be taken the year following its accrual. If vacation time has been scheduled and approved, but is later denied, the employee shall be entitled to add the denied vacation time to the carry over accumulation for that year, or to be paid for the amount of time denied, at the option of the employee.

The carry-over of accruals of five (5) days or less to the following year shall be automatic. There shall be no carry-over of vacation time in excess of five (5) days.

SECTION 16.5 - ADVANCE CHECK: Requests to receive advance paychecks for vacation purposes must be approved by the employee's Department Head and must be submitted to the City thirty (30) days prior to the scheduled payday on which the check is to be issued. A request for advance paycheck must be for a minimum of one (1) week of vacation.

ARTICLE 17 SICK LEAVE

SECTION 17.1 - ACCRUAL: Full time employees shall accrue sick leave on a basis of 6.67 hours per month. They shall not accrue sick leave, however, for any full month of absence due to a leave without pay, or suspension. They shall accrue sick leave, however, during the first six (6) months when an employee is off the job due to an on the job injury, and will begin again when the employee returns to work.

Employees shall be allowed to accumulate sick leave, without limit, for use as sick leave.

SECTION 17.2 - USE: Employees shall be allowed sick leave when they are suffering from a non-work related illness, injury, disability, or appointments with doctors, dentists or other medical practitioners. An employee may also use sick leave for absences necessitated by illness, injury, or exposure to contagious disease by a member of his immediate family.

Immediate family is defined as parents, spouse, children (including step children and current foster children), grandchildren, grandparents, brothers and sisters of the employee and the parents of the employee's spouse. Presence of the employee must be actually and immediately required for bona fide serious circumstances or emergencies as reasonably determined by the City and absence from duty shall not exceed the period of actual need. Sick leave, disability leave, and injury leave are not to be taken concurrently; only one of the three types may be taken at any one time.

SECTION 17.3 - ELIGIBILITY FOR PAY: In order to get sick leave with pay, each employee covered by this agreement agrees to (1) report promptly to the department or division head or his designee the reason for the absence; (2) to keep the department or division head informed of the condition; (3) to use sick leave only for sickness, injury or disability of the employee or his family as stated above.

SECTION 17.4 - CERTIFICATION: If the City has reasonable grounds to believe that sick leave is being abused, it may at its discretion, require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was required due to medical reasons. Any employee who is sick three (3) consecutive work days, shall be required to secure and submit a physician's release certifying that he is fit to return to work if requested. This release must be submitted to the employee's department head upon return to work.

The City shall have the right, at its discretion, to verify the report of employees or the attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness or disability.

SECTION 17.5 - ABUSE OR EXCESSIVE USE OF SICK LEAVE: It is understood that the abuse of sick leave shall constitute just cause for progressive disciplinary action, up to and including discharge. In this regard, it is both the responsibility as well as the intent of the City to take such corrective action.

Sick leave will not be granted to an employee for the purpose of being compensated for employment elsewhere. Employees who engage in employment elsewhere during such leaves will be terminated by the City.

SECTION 17.6 - ELIGIBILITY FOR ANNUAL GOOD ATTENDANCE INCENTIVE

A. Effective January 1, 2011 a non-probationary employee hired after December 31, 2000 shall be eligible for good attendance incentive payments based upon the number of sick leave hours that the employee used during the previous calendar year. In addition, an employee hired before January 1, 2001 shall be eligible to opt into the annual incentive plan as described in paragraph B of this Section.

An employee whose sick leave usage qualifies them shall receive attendance incentive payments into their RHS Account based upon the number of sick leave hours used during the previous calendar year. Payments shall be made according to the following schedule:

Sick leave hours used in previous Good Attendance Incentive calendar year:

0 – 8 HOURS USED	40 hours paid
8.01 – 16 hours used	32 hours paid
16.01 – 24 hours used	24 hours paid

24.01 – 32 hours used	16 hours paid
32.01 or more hours used	0 hours paid

In addition to the above payments made into the employee's RHS account, any sick leave hours accrued during the calendar year which are unused or not paid into the employee's RHS Account shall be added to the employee's accrued sick leave bank up to the limits prescribed in Section 17.8 (Good Attendance Career Buy Back Plan).

Sick Leave donated in accordance with Section 17.9 shall not be considered as "sick leave hours used" by the employee donating such leave in the determination of the employee's appropriate Good Attendance Incentive. The hours in the donating employee's sick leave balance must equal or exceed the Good Attendance Incentive in order for payment to be made.

- B.** An employee hired before January 1, 2001 shall have the option to remain under the existing Career Buyout Plan in Section 17.7, or to opt into the Annual Good Attendance Incentive Plan. Such employee who opts into the Annual Good Attendance Plan shall receive the annual incentive payments for which he is eligible and shall be eligible for the Good Attendance Career incentive described in Section 17.8. Such option into the Annual Good Attendance Incentive Plan or determination to remain in the existing Career Buyout Plan shall be irrevocable. An employee who does not opt into the Annual Good Attendance Incentive Plan shall receive the Career incentive payments described in Section 17.7.

SECTION 17.7 - PAYMENT FOR UNUSED SICK LEAVE: Employees who complete probation and are separated for any reason will be compensated for unused sick leave upon separation on the following basis:

Effective January 1, 2011 the option to leave sick leave pay with the City in a non-taxable fund for the payment of retiree health insurance premiums shall be discontinued. Unused sick leave pay shall be made in accordance with paragraph 2 of this Section.

1. For employees who are not retiring, retiring on disability or who have not vested in a pension plan at the time of separation, and who did not elect their payment for unused sick leave shall be as provided for in paragraph 2.
2. Payments as provided for below will be made upon the actual sick leave balance up to the employee's maximum pay out accumulation and shall be paid on the following basis:

1 - 25 days – 20%	51-75 days – 60%
25 – 50 days – 40%	76 and up – 80%

The amount of payment for unused sick leave for employees hired prior to 4/1/80 will be computed at the above percentage at their final salary. Payment for employees hired after 4/1/80 will be computed as a percentage of average career salary.

Maximum payout accumulations shall be made for: all hours over 960 hours shall be compensated at sixty (60%) and paid by the Employer to the employee's RHS account.

The employer will continue to make employees aware of the employees' right to apply to the Illinois Municipal Retirement Fund (IMRF) for the granting of retirement service credits for all sick leave for which the employee was not compensated for at the time of retirement. It is understood that the rules for granting such credits are administered by IMRF and not the City.

SECTION 17.8 - GOOD ATTENDANCE CAREER BUYBACK PLAN

Employees covered by or participating in this Plan may accumulate up to 607 hours for buy back purposes. Payment for unused sick leave hours up to the maximum allowed shall be made on the following schedule:

1 – 125 hours	20%
126 – 255 hours	40%
256 – 380 hours	60%
381 – 607 hours	80%

The amount of payment for unused sick leave for employees hired prior to 4/1/80 will be computed at the above percentage at their final salary. Payment for employees hired after 4/1/80 will be computed as a percentage of average career salary.

All hours accumulated by an employee over 607 hours shall be compensated at sixty (60%) and paid by the Employer into the employee's RHS account.

An employee hired before January 1, 2001 who has more than 607 hours unused sick leave on January 1, 2011 and who opts for the Annual Good Attendance Incentive Plan shall have the option to select the Career Buy Back Plan in Section 17.7 or the Good Attendance Career Buyback Plan. Such option shall be irrevocable.

SECTION 17.9 - SICK LEAVE DONATION: An employee in the bargaining unit may donate sick leave to another employee in the bargaining unit who has exhausted all paid vacation, personal and sick leave and is in documented need of sick leave due to a serious health condition as defined by the Family and Medical Leave Act (FMLA) of 1993. The paid leave time will be valued at the donating employee's current rate of pay, and will then be converted to the appropriate amount of time based on the donee's current hourly rate of pay (i.e. one hour for one hour).

An employee who has exhausted all paid leave may request donated sick leave at any time for a documented period of sick leave. However, donated sick leave will not be retroactive and will only be applicable from the date of the request or the date that paid leave was exhausted, whichever occurs later, and must be made prior to the employee's return to work from sick leave. In the event that an employee is medically unable to request donated sick leave, such request may be made in the employee's behalf by a coworker or a member of the employee's immediate family.

Donated sick leave for an employee will be applied and deducted on a rotating basis from the accrued sick leave balances of donors. A donor may rescind his donated sick leave authorization at any time prior to its deduction from his accrued sick leave balance.

Donated Sick Leave Time shall be permitted up to twelve (12) months after the employee has exhausted all of his paid leave.

Sick Leave shall not be donated to another employee who is off work due to work-related injury or illness.

ARTICLE 18
OTHER PAID LEAVE

SECTION 18.1 - JURY DUTY: City employees who have been called for jury duty will be paid their regular wages during the term of their service on the jury. To be eligible for pay, the employee must give the City advance notice of their intended absence. If a person misses work as a result of jury service, they must turn over to the City Treasurer all monies received from the court (excluding travel pay).

SECTION 18.2 - VOTING TIME: An employee who is eligible to vote in primary and general elections and who is also scheduled to work during all the hours the polls are open, shall be granted time to vote with pay. Time off shall be reasonable considering travel time, ballot length, etc., but not to exceed two hours.

SECTION 18.3 - PUBLIC SERVICE ORGANIZATIONS AND CHARITABLE WORK: Employees who belong to organizations that have as their purpose to promote public service to the benefit of the community of Peoria as a whole, will be allowed reasonable time off to attend their regular monthly meetings. This shall also include time spent in donating blood to the Red Cross. Employees wanting time off to participate in their organizations fund raising or charitable activities must do so on their own time.

SECTION 18.4 - DUTY INJURY LEAVE: Duty injury Leave With Pay: Employees who are off work due to a work related illness, injury or disability shall be allowed a paid duty injury leave at full pay of up to three (3) calendar days per year. At the conclusion of this 3-day leave period, they shall be eligible to receive workers' compensation pay, in the manner and to the extent such is provided and required by applicable law.

It is the responsibility of all employee requesting paid duty injury leave to properly notify or cause notification to be made to their supervisor as soon as is reasonably possible, and to complete or cause to be completed any required duty injury and/or accident report forms.

If is understood and agreed by the City and the Union that the duty injury leave period shall not commence until the start of the next regularly scheduled work day immediately following the work day during which the duty injury occurred. Furthermore, and in this same regard, when employees who suffer duty-related injuries are authorized to leave work because of such injuries, they shall nonetheless, receive their regular pay and benefits for that full work day.

Duty Injury Leave Certification and Approval: All employees requesting a paid duty injury leave shall be required to obtain and submit a statement from a personal physician confirming the nature and extent of their work connected illness, injury, or disability, certifying that their absence from work is required because of the illness, injury, or disability, and indicating whether or not and to what extent they could return to work on at least a limited duty basis.

The City shall have the right, at its discretion, to verify the report of the attending physician concerning the work connected illness, injury or disability of an employee, and to require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness, injury or disability.

The decision of the City and benefits concerning workers compensation may be appealed by the employee in accordance with applicable law.

Furthermore, if either this physician or the employee's physician certifies that the employee is capable of working on at least a limited duty basis, then the City shall have the right to require that the employee return to work on a limited duty basis. Regular employees shall not be displaced due to light duty assignments.

Duty Injury Release: The City shall have the right, at its discretion, to require any employee on duty injury leave to obtain and submit a physician's release certifying that he is fit to return to work and perform all the duties of his position. This release, when required by the City, must be submitted to and approved by the Human Resources Director or his designee before the employee will be permitted to return to work.

Furthermore, the City may require, at its discretion and at its cost, that an employee take a medical physical in conjunction with the above duty injury leave release procedure. Depending upon the results of this medical physical, the City may approve or deny the employee's request to return to work.

SECTION 18.5 - MILITARY LEAVE: Eligible employees may receive approved time off for military leave (including training when applicable) in accordance with the applicable state, federal and local laws. Employees are required to comply with all legally required notice obligations and the City will comply with all legally required obligations regarding approved time off, pay, benefits, seniority and related privileges.

SECTION 18.6 - BEREAVEMENT LEAVE: All permanent full time regular employees shall be eligible for up to three days paid bereavement leave in the event of a death of a member of the employee's immediate family. Immediate family is defined as being the spouse or civil union partner, child, parent, grandparent (including great grandparent), grandchild, brother (including half-brother and step-brother) and sister (including half-sister and step-sister) of the employee; and the child, parent, grandparent, grandchild, brother and sister of the spouse.

For the purpose of bereavement, child is further defined to include a legally adopted child, step-child, current foster child, or child for whom the employee is the legal guardian.

Should the employee have a legal guardian and the employee's parents are not living, an employee may request replacement of the parents by the legal guardian. Under those circumstances, the legal guardian will be considered immediate family for bereavement leave purposes.

If additional time off is needed, the employee's Department Head may approve the employee's use of accrued vacation and/or personal leave. Upon request in the event of suspected misuse of this benefit, the employee will provide substantiating documentation of the need for the leave such as attendance at service.

SECTION 18.7 - BENEFITS WHILE ON PAID LEAVE: All benefits will accrue while an employee is on a leave with pay except as provided otherwise in Article 18 and Article 19 (after an employee is on leave in excess of 6 months).

ARTICLE 19 PAID LEAVE

SECTION 19.1 - LEAVE OF ABSENCE: The City Manager may, at his discretion, grant a leave of absence, not to exceed six (6) months, to any bargaining unit employee for good and sufficient reason. Such leaves may be extended for good cause by the Employer for an additional six (6) month period. Seniority shall not accumulate beyond the initial six (6) month leave. No benefits will accrue for any month the employee is off work all month on an unpaid leave and the employee must pay the appropriate health plan contribution rate for each month they perform no work.

SECTION 19.2 - ILLNESS OR INJURY LEAVE: Employees who have utilized all their accumulated sick leave days and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, shall apply for an unpaid disability leave using the Unpaid Illness or Injury Leave Form provided by the Employer. The Employer will not arbitrarily deny such leave request.

The Unpaid Illness or Injury Leave Form shall set out the nature of the illness or injury and the approximate length of time needed for leave. The employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of Illinois for all leaves requested or continuing after the employee has at any time during employment with the City used two (2) days as sick without pay, consecutive or not. Such verification shall be provided by the attending physician and shall show the diagnosis, prognosis and expected duration of the disability. Such verification shall be made no less often than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency.

If an employee fails to request an unpaid illness or injury leave and provide the medical certification if required, unless the condition of the employee makes it impractical to do so, the time off will be charged as absent without leave (AX) and the employee may be subject to discipline for such absence. No leave will be approved until requested and the appropriate documentation provided. For unforeseen absences of three days or less, the information will be provided upon return to work. For absences longer than three days, the employee may request that the form be mailed to them for completion.

For the purposes of granting, denying, or continuing illness or injury leaves, if the Employer has reason to believe the employee is able or unable to perform his regularly assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may require the employee to be examined by the City Physician. If the two physicians disagree as to the ability or inability of the employee to return to work or the nature or extent of any restrictions, the two physicians shall select an impartial third physician whose decision shall be conclusive. Such examination shall be paid for by the Employer.

Seniority shall not accumulate beyond the initial six (6) month leave. The Employer must pay the appropriate health plan contribution rate for each of the first six (6) months the employee performs no work, but no other benefits will accrue for any month the employee is off work all month on illness or injury leave.

SECTION 19.3 - WORKERS' COMPENSATION PAY: Upon the expiration of the maximum duty injury leave period, employees shall be eligible to receive workers' compensation pay, in the manner and to the extent such is provided and required by applicable law. The terms, conditions, procedures and requirements set forth concerning "Duty Injury Leave Certification and Approval" and "Duty Injury Leave Release", shall also apply with respect to requests and claims for workers compensation pay. Benefits while on workers compensation leave shall accrue for the first six (6) months only.

SECTION 19.4 - EMPLOYEE RIGHTS AFTER LEAVE: When an employee returns from any leave of absence permitted by this Agreement within two (2) years, the employer shall return the employee to the same or similar position in the same or similar classification in which the employee was incumbent prior to the commencement of such leave, seniority permitting. If the employee does not have enough seniority to regain his former position, the layoff provision of this Agreement shall apply.

Persons returning from workers compensation leave, with or without pay, will be returned to their former position.

SECTION 19.5 - FAMILY MEDICAL LEAVE ACT: The City and the Union agree to work together to comply with all Federal regulations governing Family and Medical Leave. Eligible employees will be entitled to twelve weeks of Family and Medical Leave per twelve month period for covered reasons. All aspects of the leave will be governed by the Federal Regulations unless mutually agreed otherwise.

For purposes of administration, the year period shall be a rolling twelve month period. All time off taken by an employee shall be counted towards the required twelve weeks of Family and Medical Leave if it is for one of the covered areas. Employees shall be required to use all applicable accrued leave time prior to going on unpaid status (i.e. - all sick leave must be exhausted prior to taking FMLA unpaid leave for serious illness and vacation and personal time must be exhausted prior to taking FMLA unpaid leave for other allowable purposes). This paragraph shall not be interpreted to prohibit the City Manager in his discretion from granting leaves of absence under Section 19.1 with or without requiring the use of accrued leave time. Benefits shall not accrue for any month the employee is on unpaid status the entire month.

ARTICLE 20
HOURS OF WORK

SECTION 20.1 - GENERAL PROVISIONS: The normal work week for full time employees shall be forty (40) hours. A normal work day for full time employees shall consist of eight (8) hours within a 24 hours period for employees normally scheduled to work five (5) days per week; and ten (10) consecutive hours within a 24 hour period for employees normally scheduled to work four (4) days per week. Work days shall be scheduled consecutively. Work schedules shall normally provide for the work day to be broken by an unpaid meal period of not less than thirty (30) minutes and no more than one (1) hour. Employees shall have the right to leave the work site during such unpaid lunch periods.

Work schedules for persons assigned to positions which are staffed on a 24 hour basis shall provide for the work day to be broken by a paid meal period of not less than twenty (20) minutes. Employees who are provided a paid lunch break, must secure the supervisors permission to leave the work site.

Each employee may have a rest break in each half of the work shift. The employer will continue the departmental practices regarding break/rest periods. The employer shall also make reasonable efforts to provide suitable break and lunch areas at each job location.

SECTION 20.2 - EXTRA HOURS: Employees shall work extra hours when authorized and directed, and extra hours shall be allocated as evenly as possible among the employees qualified to do the work. All employees required to work overtime shall receive either pay or compensatory time, at the applicable rate.

SECTION 20.3 - CALL BACK PAY: Any employee called back to work outside his/her shift, shall be compensated (pay or compensatory time) at the applicable rate for a minimum of two hours. This provision shall not include time which is consecutive with their regular work shift.

SECTION 20.4 - REPORTING PAY: Any employee who is scheduled to work overtime and does report to work, but whose work is not required or available to him/her, shall be excused from duty and paid at the applicable rate for (2) hours work, or the number of hours actually worked, whichever is greater.

SECTION 20.5 - OVERTIME RATES: All bargaining unit employees will be compensated for extra work at base rate (straight hour for hour pay or comp time) or at overtime rate (time and one half of comp time or pay) based on the following rules and definitions.

- (a) Time and one half rate shall be paid to all employees, regardless of classification, required to work extra hours in a declared emergency by the City Manager.
- (b) Time and one half rate shall be paid to all employees required to work on a holiday.
- (c) Emergency Communications Telecommunicators, Police Records Technicians, Police Information Technicians, Computer Operators and Administrative Specialists assigned to CID in the Police Department who are ordered into work by the mandatory overtime rules, shall be compensated at the time and one half rate, and regardless of total hours worked in a week. Overtime rates shall be discontinued at the beginning of the individual's regular work day.
- (d) When regular and extra hours actually worked total more than 40 hours in any one week, the hours over 40 will be compensated for at the time and one half rate. Paid vacation, personal, and holiday hours count as time worked in calculating 40 hour standard.
- (e) Excluding shift workers, as in (c) above, overtime may be in the form of compensatory time. After accumulating 60 hours of compensatory time, the employee who is asked to work additional overtime may elect to be compensated by additional comp time or by cash. The City reserves the right to pay off accumulated compensation at any time.
- (f) The time and one half rate is 1.5 multiplied by the employee's hourly rate.

SECTION 20.6 - STANDBY: Any employee who is required to standby for a one week period, will receive \$140 per week for the 7-day period they are required to be on standby. When called to work from standby, they will receive 2 hours minimum call-in pay at the applicable rate. Standby duties and pay shall be rotated weekly among bargaining unit employees qualified to do the work.

Emergency Communications Telecommunicators will receive \$20 per day when required to be on standby. Two Emergency Communications Telecommunicators (one primary and one backup) will be on standby each day. When called to work from standby, they will receive 2 hours minimum call-in pay at the applicable rate. Operating procedures for Emergency Communications Telecommunicators standby have been agreed between the parties and will be incorporated into the standard operating procedures of the Emergency Communications Center.

SECTION 20.7 - COMPENSATORY TIME: Compensatory time will be earned at the applicable rate each hour worked in excess of 40 in a week and banked to a maximum of 240 hours. If the banked balance should ever exceed the 240 hour maximum, the employee shall receive pay for the excess until the balance is restored to 240 hours. Compensatory time shall be authorized by the supervisor and recorded on City time sheets. City records will be the official document to determine employee's actual compensatory time balance.

SECTION 20.8 - PYRAMIDING OF HOURS: There shall be no pyramiding or duplicating of overtime provisions. Hours compensated under one overtime provision shall be excluded from any other overtime provision. When two or more provisions requiring the compensation of overtime rates are applicable, the single provision most favorable to the employee shall apply.

SECTION 20.9 - TIME TRADING: Emergency Communications Telecommunicators, Police Records Technicians, Administrative Specialists assigned to CID in the Police Department, Police Information Technicians and Computer Operators may trade time with other employees of the same class specification, provided that each has completed probation and is qualified to perform the duties of the other, subject to the following:

- (a) The trading of time is done voluntarily by the employees and not at the request of the Employer.
- (b) The trade is not made for reasons related to the Employer's business operations; but is due to the employee's desire or need to attend to a personal matter.
- (c) The minimum number of hours traded equals two (2) hours.
- (d) The time-trade must be in writing on the request form.
- (e) All trading is subject to the reasonable approval of the supervisor, provided that any requested trade which would result in the employee being absent from their regularly scheduled work shifts for more than 80 hours in a thirty day period or more than 16 consecutive calendar days, must be approved by the appropriate Department Head or their designee.
- (f) Must be approved the workday before, or with approval of the appropriate supervisors.
- (g) Trading time shall not cost the City overtime.

Repayment of trades shall be by actual working for one another and shall not be in cash. Repayment shall be the responsibility of the individual employees, and not the department.

SECTION 20.10 - SCHEDULING PRACTICES: Existing scheduling practices with respect to the length of the normal work week, starting and quitting times, lunch periods, days off, shifts and overtime distribution shall continue during the term of this Agreement, except as provided in this Section 20.10. Hereafter where changes in schedules affecting bargaining unit employees are warranted by operational need, the Employer shall notify the Union and the employees at least five (5) working days in advance. Disputes over such changes being made for operational needs shall be submitted to Step 2 of the grievance procedure to determine if the Employer's change(s) are reasonable. If emergency situations so dictate, temporary work schedule changes may be

implemented by the employer pending final resolution of the dispute. Changes for reasons other than operational needs may be made only through the negotiation process.

When permanent changes in shift or days of assignments are made, employees shall be entitled to exercise seniority to retain their shift assignments. A permanent change in an employee's assignment shall be made effective on the first day of the employee's new work week. According to the current practice, once each year, employees within a work location shall have an opportunity to exercise seniority for shift assignments or days off within the work location.

ARTICLE 21 INSURANCE

SECTION 21.1 - GROUP HOSPITALIZATION AND MAJOR MEDICAL: The subject of health insurance has been deferred to the Joint Labor-Management Health Care Committee.

In the event the Joint Labor-Management Health Care Committee ceases to function, either party may serve upon the other a request to bargain, and the parties shall then promptly commence bargaining over the issue of health insurance (ARTICLE 21). If after bargaining in good faith over the issue(s), the parties are unable to reach agreement, the impasse procedures of the Act shall apply.

ARTICLE 22 HEALTH & SAFETY

SECTION 22.1 - TREATMENT COSTS: Employees injured or exposed to illness during their work hours and the performance of their duty shall be provided with all necessary medical treatment as per the Illinois Worker Compensation Act.

SECTION 22.2 - NOTICE OF EXPOSURE: The City shall notify all employees immediately upon discovery that they may have been exposed to a contagious disease or illness during their hours of work and the performance of their duties. The City shall take appropriate counter-measures for the protection of employees and their families in such cases.

If an employee is exposed to blood or other potentially infectious materials, the employee shall:

1. Notify his supervisor immediately.
2. Obtain medical treatment, if desired.
3. Complete the Peoria Hospital Communicable Disease Incident Form.

SECTION 22.3 - EMPLOYEE'S RIGHT TO KNOW ACT: The Employer will comply with State and Federal legislation regarding the employees' rights to obtain information regarding toxic substances in the work place. Inquiries shall be directed to the Human Resources Department in writing.

ARTICLE 23 LIFE INSURANCE

SECTION 23.1 - GROUP TERM LIFE INSURANCE COVERAGE: During the term of this Agreement, the city shall provide each full time employee with a paid six thousand dollar (\$6,000) group term life insurance policy. Effective January 1, 2002, the amount of group term life insurance provided shall be increased to \$20,000 per full-time employee.

SECTION 23.2 - RIGHT TO SELECT CARRIERS: The City reserves the right, at its sole discretion, to select the insurance company through which such group term life insurance policy is to be issued, and to change this insurance carrier.

In this same regard, the City also reserves the right, at its sole discretion, to provide such group term life insurance benefits through its own self-insurance program.

When the City's group term life insurance benefit is provided through an insurance company, the benefit shall be subject to the provisions of the policy between the City and the insurance carrier.

ARTICLE 24
MISCELLANEOUS PROVISIONS

SECTION 24.1 - ACCEPTANCE OF GIFTS: The parties are committed to compliance with the City's Gift Ban ordinance and other legal obligations which, among other things, prevents a City employee from receiving a gift or favor(s) (valued in excess of \$100). Additionally, no gift or benefit of any amount or value may be accepted by a City employee which is intended to influence the employee in the performance of his/her duties or which could create a potential or actual conflict to the employee's employment with the City.

SECTION 24.2 - DEFAULT ON INSURANCE PREMIUMS: All insurance premiums which are the sole responsibility of any current or retired employee due the City must be submitted on a timely basis. Unless previous arrangements are made and approved by the City, failure to pay such premiums may result in termination of coverage without liability to the City. Any cancellation of coverage shall be preceded by a 30-day notice of cancellation.

SECTION 24.3 - DRIVER'S LICENSE: Employees who are assigned to jobs which require a valid driver's license will be required to periodically prove they still possess such license. Said employee's failure to inform the City of a suspended and/or revoked license may result in termination.

SECTION 24.4 - SERVICE OF NOTICES: Notices hereunder shall be deemed to have been adequately given if sent by email communication or served by registered mail to the person's names below at the address indicated, unless otherwise notified in writing:

NOTICE TO THE UNION SHALL BE ADDRESSED TO:

President	Council 31
AFSCME, Local 3634	AFSCME
419 Fulton Street	615 S. Second Street
Peoria, IL 61602	Springfield, IL 62705-2328

NOTICE TO THE CITY SHALL BE ADDRESSED TO:

Human Resources Director
City of Peoria
419 Fulton St.
Peoria, IL 61602

SECTION 24.5 - RULES AND REGULATIONS: Nothing in this Agreement shall be deemed to restrict the right of the Employer to establish reasonable rules and regulations governing the conduct of employees and the performance of their duties, provided such rules and regulations are not inconsistent with the terms of this Agreement. Employees shall abide by such rules and regulations. The Employer agrees to provide all employees with individual copies of all rules and regulations, orders and other memoranda establishing

requirements for the employees in the performance of their duties, keeping the same current and up-to-date. The City will furnish the Union a copy of the changes in the aforementioned rules, regulations, orders and memoranda 7 days in advance of the publication and advise them of the intended implementation date.

SECTION 24.6 - PERSONAL USE OF CITY PROPERTY: The use of City property for personal use is prohibited except as described in the computer and telephone usage policies last modified on 08/25/99 (e.g.. use of City computer for personal gain or profit).

SECTION 24.7 - TELEPHONE: Those employees required, as a condition of their employment, shall obtain and maintain an operating telephone in their place of residence. An operational cell phone may substitute for the operating telephone in the place of residence.

SECTION 24.8 - PAYROLL DEDUCTIONS: If the employee so desires, the payroll division may make certain deductions from his/her check. Among these are savings and payments to the credit union, PACC contributions, Union PAC contributions, employee clubs, union dues and assessments and programs, insurance, and additional withholding tax. All deductions must be requested in writing, dated, and signed by the employee.

SECTION 24.9 - PRINTING OF AGREEMENT: The City agrees to print fifty (50) copies of the agreement and distribute copies, via email, of the Agreement to all bargaining unit employees and employees shall have the right to print copies on City equipment.

SECTION 24.10 - SECTION 125 PLAN: The City shall establish a Section 125 Qualifying Cafeteria Plan (under Section 125 of the Internal Revenue Code) for employees represented by the Union. Contributions to the Plan may be used by the employees to pay toward their portion of health insurance premiums, qualifying medical expenses and qualifying child care expenses.

SECTION 24.11 - SERVICE CREDIT: Employees who voluntarily leave City employment and are reemployed at a later date, shall receive credit for total service during both periods of employment, minus one year.

This new service credit shall determine the employee's accrual rate for all paid leave time and longevity available to the employee, per the collective bargaining agreement.

ARTICLE 25 UNIFORMS & EQUIPMENT

SECTION 25.1 - UNIFORMS: During the term of this Agreement, the Employer shall continue to provide all required uniform articles according to the current practice of the parties. When such required uniform articles are provided they shall be worn during working hours as specified within the departmental procedures and policies that are in place at the time of the signing of this Agreement. The Employer shall arrange for the fittings to be made during the employee's working hours.

SECTION 25.2 - TOOLS & EQUIPMENT: The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

SECTION 25.3 - PROTECTIVE CLOTHING: Protective wearing apparel which is required by the employer shall be provided by the employer. A yearly reimbursement of up to one hundred dollars (\$100.00) for safety boots and sixty-five dollars (\$65.00) for safety glasses shall be available to employees who are required to use such equipment and who provide the City with a valid sales receipt

ARTICLE 26
PARKING

SECTION 26.1 - PARKING: The Employer shall provide an area for free employee parking within a reasonable distance of their respective places of employment. The parking area shall be located in an area where safety and security hazards have been minimized to the level inherent for the area of the place of employment.

The Employer shall continue to provide discount parking fees for employees who currently rent monthly parking spaces in the Jefferson Street parking deck and Franklin Street lot. The amount of the discount shall remain at the present level or at 50% off the rate charged to the general public whichever is the larger discount. All new requests for discounted parking rates in the Jefferson Street parking deck and Franklin Street lot will be granted as long as spaces are available for the duration of this Agreement.

ARTICLE 27
PERFORMANCE EVALUATION

SECTION 27.1 - INFORMAL CONFERENCES: The Union and the Employer encourages periodic informal evaluation conferences between the employee and his/her supervisor to discuss work performance, job satisfaction, work-related problems and the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving the problem.

SECTION 27.2 - WRITTEN EVALUATION: It is the intent of the Employer to conduct ongoing evaluations. The Employer shall prepare semi-annual evaluations on employees within one (1) month after their due date.

An informal evaluation will be conducted six months prior to the employee's anniversary date. This evaluation is used solely for performance measurement and counseling. No merit increase is attached to this informal evaluation.

A formal evaluation, covering the previous twelve months, will be conducted on each employee at their anniversary date. This evaluation will be used to determine the appropriate merit increase to be granted the employee.

Except where present practice provides otherwise, written evaluations shall be prepared by the employee's supervisor who is outside the bargaining unit and who either has first-hand knowledge of the employee's work or has discussed and received recommendations from someone who does. The evaluation shall be limited to the employee's performance of the duties assigned and factors related thereto.

The evaluation shall be discussed with the employee, and the employee, if he requests, shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it. Such signature shall not constitute agreement with the evaluation. Any dispute over the evaluations shall be subject to review by a level of supervision beyond the approving authority.

If the employee is not satisfied with the results of compromise reached at that level of review, the employee may submit a written grievance of the sections under dispute.

ARTICLE 28
WAGES AND LONGEVITY

SECTION 28.1 - RATES OF PAY: Employees are paid an hourly wage as defined in accordance with the pay range allocation system attached this Agreement and marked Appendix A. The attached wage schedules shall be considered a part of this Agreement.

Effective January 1, 2015, all grades and steps shall be as reflected in the Wage Schedule attached as Appendix D (this reflects a 2.0% increase over the 2014 schedule)

Effective January 1, 2016, all grades and steps shall be as reflected in the Wage Schedule attached as Appendix E (this reflects a 2.0% increase over the 2015 schedule)

Effective January 1, 2017, all grades and steps shall be as reflected in the Wage Schedule attached as Appendix F (this reflects a 1.75% increase over the 2016 schedule)

Effective January 1, 2018, all grades and steps shall be as reflected in the Wage Schedule attached as Appendix G (this reflects a 1.75% increase over the 2017 schedule)

All step increases shall be frozen for the term of this agreement except for new employees completing probation as outlined below under NEW EMPLOYEES.

When any classification not listed on the pay range allocation is established, the Employer and Union will work together to designate a rate structure and develop a class specification of the classification.

NEW EMPLOYEES: New employees will be placed at the step in the proper pay range for their classification which relates best to their experience. At the end of the probationary period, the employee shall be given a performance review and appropriate merit increase. This establishes the employee's anniversary date.

PROMOTIONS AND RECLASSIFICATIONS: When an employee is promoted or reclassified to a position in a higher pay range, his/her wage rate shall be increased to the step in the new pay range which most closely resembles the current wage rate of the employee plus two steps or to the minimum of the pay range whichever is higher. The employee shall serve the probationary period required for the position by Section 10.3. At the end of the probationary period, the employee shall be given a performance review and appropriate merit increase. This will establish the employee's new anniversary date.

Promotions shall be defined as placement in a higher vacant position; or, for positions within a hierarchical job series, the placement in a higher position based upon the attainment of certifications/experience that then qualifies the employee for the position.

Reclassifications shall be defined as the placement of an employee into a new position (either a new classification or an existing classification) in a higher pay range due to an increase in duties and responsibilities being assigned to an individual employee or a restructuring of a specific position.

TRANSFERS: When an employee takes a position in a lower pay range by choice, he/she will be paid at a step within the pay range of the new classification. When an employee takes a position in the same pay range (lateral transfer) by choice, the employee shall not be paid less than he/she was making in the previous position. Transferred employees will then serve the probationary period required for the position by Section 10.3. At the end of the probationary period, the employee shall be given a performance review and appropriate merit increase. This establishes the employee's anniversary date.

Lateral transfers shall be defined as placement in another position in the same pay range; or acceptance of the same position in a different department. Transfers within the same job classification and department which do not affect the employee's hours of work remain within the rights of management, and shall not be considered a lateral transfer. The election of shift preference by seniority shall not be considered a lateral transfer.

LAYOFF: When an employee accepts a position in a lower pay range due to layoff, he/she shall be placed at the next highest step in the pay range which most closely approximates the employees pay before such move, up to the maximum of the pay range. The employee's anniversary date shall not change due to this movement. The employee will not be required to serve a probationary period.

TEMPORARY AND PART-TIME: Temporary and part-time employees shall be paid at a rate within the pay range of his/her position. Part-time employees shall be eligible to receive merit increases on the basis of their formal performance evaluation and their position within the pay range at the conclusion of each 2,000 hours worked in the same manner as full-time employees.

MISCELLANEOUS: On the employee's anniversary date, bargaining unit employees are eligible to receive merit increases on the basis of their formal performance evaluations and their position within the pay range. Employees who receive an overall rating that is below standard will not be eligible for step movement. In any case where a step is not granted, a performance improvement plan will be developed between the employee and the supervisor to identify specific actions/changes that are needed to achieve a satisfactory evaluation.

The parties agree to the following criteria for step movement throughout the range. Employees who are at Step 10 or below will be eligible to receive one or two steps depending upon their specific performance level (overall rating of "meets standard" warrants 1 step and "exceeds standards" warrants 2 steps). Employees above Step 10, who receive standard or above evaluations, will be eligible for a one (1) step movement. A second step may be granted based on exceptional performance at the sole discretion of the City.

SECTION 28.2 - TEMPORARY ASSIGNMENTS: When an employee is temporarily assigned duties and responsibilities of a higher rated position, they shall receive compensation at the first step of the higher classification or a two-step increase in their permanent classification, whichever is greater, provided such assignment is made by the supervisor and includes a preponderance of the normal duties and responsibilities of the higher rated position for a period of at least forty (40) consecutive work hours (including holidays). Such compensation shall be retroactive to the first day of the assignment.

When an employee is assigned to temporary duties below their regular assignment, their rate of pay shall not be lowered. An employee who is temporarily designated to act in the capacity of a position outside the bargaining unit shall remain a member of the bargaining unit.

SECTION 28.3 - TRAINING ASSIGNMENTS: When an employee is assigned to duties and responsibilities of training assigned employees in the basic skills of their own classification, they shall receive a five percent (5%) increase. Basic skills training is not to be confused with the typical "familiarization" type of training required of all positions. This additional pay is to compensate the trainer for the additional work and responsibility for evaluation and documentation of the work performance of those who are being trained.

SECTION 28.4 - COMMUNICATIONS TRAINING OFFICER COMPENSATION: Emergency Communications Telecommunicators who have successfully completed an accredited Communications Training Officer program (CTO), shall receive a 2% increase in pay provided they meet the training program guidelines, are willing and available to train and are designated by the ECC Manager as a trainer. This additional pay shall be withdrawn by the City if the Emergency Communications Telecommunicator fails to complete the CTO recertification process and/or fails to comply with the training program as instituted by the City.

In addition to the 2% increase referenced above, the Emergency Communications Telecommunicator shall receive an additional three percent (3%) increase in current wage for actual time spent in training other employees, as defined in Section 28.3.

SECTION 28.5 - SHIFT DIFFERENTIAL: Employees who are regularly assigned starting times beginning between 2:00 p.m. and 5:59 a.m. shall receive shift differential in the amount of \$.30 per hour worked on that shift.

SECTION 28.6 - LONGEVITY PAY: During the following specified years of service, the employees shall receive longevity pay to be paid the first Friday in December based on the total pay received in the preceding twelve (12) month period:

- After 5 years service - 2%
- After 10 years service - 4%
- After 15 years service - 6%
- After 20 years service - 8%

SECTION 28.7 - PAY PERIOD/PAY DATES: The pay periods and pay dates shall be published annually by the Human Resources Department. Wages will be paid bi-weekly. Payroll periods will consist of two weeks starting at 12 midnight on Saturday. Paydays shall be the Friday following the end of the pay period unless negotiated otherwise between the parties as required by law.

ARTICLE 29 SPECIAL PAY

SECTION 29.1 - AUTO ALLOWANCE: If an employee is occasionally required to use his personal vehicle for work, he/she will receive a mileage allowance on the basis of the IRS rate for the business use of a personal auto.

Specified employees who are required to use their personal auto on a frequent schedule, are currently granted a monthly allowance on the basis of the anticipated use of the auto. For the term of the agreement, those who receive an allowance may elect to continue at the present allowance or to permanently switch to the "reimbursement for actual documented miles" method above. The Employer shall continue the insurance program presently in effect at the signing of this Agreement.

SECTION 29.2 - SAFETY AWARD: All employees who work a full calendar year without an on-the-job accident, which results in a loss of time worked, shall receive a fifty dollar (\$50) safety award, payable on the first payday in February of the following year. This provision will no longer be applicable after the first year of the Agreement and will be deleted in the second year of the Agreement. The final safety bonus will be paid in February 2006 based upon meeting eligibility requirements in 2005.

SECTION 29.3 - : Each person presently receiving educational incentive pay will continue to receive the same dollar benefit and would only lose the benefit as defined by the plan. No new enrollees will be allowed educational incentive pay.

SECTION 29.4 - TUITION REIMBURSEMENT: The City of Peoria agrees to fund a City sponsored tuition reimbursement program for an annual amount of \$12,000, and \$15,000 effective 01/01/2011. Reimbursement of the tuition shall take place during July of each calendar year for approved classes taken during the prior year (July 1 - June 30). The tuition reimbursement year shall run from July 1 - June 30. Grades and required paperwork for such approved classes must be received by Human Resources no later than June 30.

All program policy language and procedures governing the program, except as provided herein, shall apply in like manner to AFSCME bargaining unit members. It is understood that in those years funding is inadequate to meet the total requests of all eligible employees for reimbursements which are submitted by June 30 each year, AFSCME eligible employees shall be allocated funds on a ratio which approximates the annual funding amount to the amount of tuition reimbursement requested.

ARTICLE 30 VACANCY NOTICE

SECTION 30.1 - VACANCY NOTICE: If the City decides to fill a vacancy in the bargaining unit, it will post an announcement for at least ten (10) working days in the area where employee notices are customarily posted. Any employee including those on lay off may file a letter of intent to apply for the vacancy along with external candidates. The most qualified person will be selected to fill the position, but if the ability to perform the work is relatively equal, the City employee with the most seniority will be awarded the job. In cases of layoff, the provisions of Article 11.2A(8) take precedence over this section.

ARTICLE 31 INTERNAL PROMOTION

SECTION 31.1 - INTERNAL PROMOTION: Both the City and AFSCME commit themselves to the full and effective utilization of a Joint Labor-Management Group to be known as the Internal Career Advancement Project, which shall consist of three representatives appointed by AFSCME and three representatives appointed by the City. These representatives shall be appointed and the Group shall begin meeting within 30 days of the signing of this Agreement.

The primary objectives of the Internal Career Advancement Project shall be:

1. Identify barriers to internal promotion;
2. Develop strategies to encourage employees to apply for advance positions;
3. Develop training and education programs to prepare employees for advancement;
4. Develop a job catalog for internal use;
5. Recommend specific practical methods to implement effective internal career advancement.

The Group shall meet not less than monthly through its first six months, and not less than quarterly thereafter. Either party may request a meeting upon reasonable notice to the other.

ARTICLE 32 SAVINGS

SECTION 32.1 - SAVINGS CLAUSE: If any provision of this Agreement is declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable laws, statutes and regulations of the United States of America and the State of Illinois, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to negotiate in good faith on a substitute provision.

ARTICLE 33 WAIVER

SECTION 33.1 - WAIVER: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the areas of collective bargaining as defined in PA 83-1012 and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

However, the Employer agrees that during the period of this Agreement, it shall not unilaterally change any bona fide past practices and policies with respect to salaries, hours, conditions of employment, and fringe benefits enjoyed by members of the bargaining units without prior consultation and negotiations with the Union. Where past practice conflicts with the express terms of the contract, the contract shall prevail. In order to qualify as a bona fide past practice, such practice must be (1) unequivocal, (2) clearly enunciated and acted upon, and (3) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.


ARTICLE 34
TERMINATION

This agreement shall be effective as of the 1 day of January 2015 and shall remain in full force and effect until December 31, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall not begin later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

In witness whereof, the parties hereto have set their hands this 17th day of November, 2015.

FOR THE UNION

FOR THE CITY OF PEORIA




President




Mayor of Peoria



Vice President



City Manager




Secretary



Human Resources Director



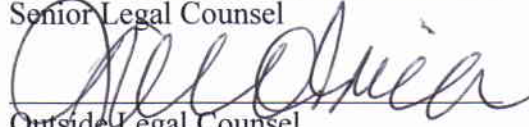
Treasurer



Senior Legal Counsel



Trustee



Outside Legal Counsel




Trustee



Senior Human Resources Specialist



Negotiation Committee Member



Grievance Steward



ECC Manager



AFSCME Council 31 Representative

APPENDIX A
RANGE ALLOCATION SCHEDULE

Pay Grade 215

Administrative Specialist I
 Central Services Technician
 Parking Enforcement Coordinator Parts Technician
 Police Records Technician I

Pay Grade 216

Administrative Specialist II
 Fiscal Technician I
 Parking Enforcement Officer
 Parking Meter Technician
 Permit Technician
 Police Records Technician II

Pay Grade 217

Computer Operator
 Customer Service Specialist
 Emergency Communications Telecommunicator — Trainee
 Payroll Specialist
 Police Information Technician
 Property & Evidence Technician
 Public Works Dispatcher
 Uniform Crime Report Specialist
 Work Control Coordinator

Pay Grade 218

Administrative Specialist III
 Emergency Communications Telecommunicator
 Engineering Technician I
 Fiscal Technician II
 Fleet Services Fiscal Assistant
 Help Desk/Computer Operator
 Legal Administrative Specialist
 Purchasing Coordinator

Pay Grade 219

Building Inspector I
 Development Assistant
 Lead Computer Operator
 Technical Support Coordinator
 Zoning Enforcement Inspector

Pay Grade 220

Building Inspector II
 Code Enforcement Inspector
 Electrical Inspector
 Electronics Technician
 Engineering Technician II
 Fiscal Technician III
 Home Ownership Counselor
 Legal Administrative Coordinator
 PC Specialist
 Plumbing Inspector
 Traffic Technician

Pay Grade 221

Administrative Specialist IV
 Building Inspector III
 Domestic Violence Program Coordinator
 ESDA Planner
 Fingerprint Identification Technician
 Marketing Coordinator
 Network Specialist
 Permit Writer
 Plans Examiner
 Program Coordinator - Weed & Seed Programmer/Analyst
 Rehabilitation Specialist
 Senior Code Enforcement Inspector
 Senior Electrical Inspector
 Senior Plumbing Inspector
 Telecommunications Specialist
 Victim Advocate

Pay Grade 222

Electronics Repair Supervisor
 Senior ESDA Planner
 Senior Rehabilitation Specialist
 Urban Planner

Pay Grade 223

Civil Engineer I
 Engineering Program Administrator
 Engineering Technician III
 Forestry/Grounds Planner
 Network Administrator
 Public Works Planner
 Traffic Engineer
 Traffic Operations Specialist

Pay Grade 224

Land Surveyor Permit Engineer
 Senior Urban Planner

Appendix B**Job Families****SECRETARIAL/CLERICAL SERIES****Series I**

- 221 Administrative Specialist IV
- 218 Administrative Specialist III / Legal Administrative Specialist
- 217 Customer Service Specialist
- 216 Administrative Specialist II
- 215 Administrative Specialist I / Central Services Technician
- 215 Parking Enforcement Coordinator

Series II

- 221 Fingerprint Identification Technician
- 217 Uniform Crime Report Specialist / Police Information Technician / Property & Evidence Technician
- 216 Police Records Technician II
- 215 Police Records Technician I

Series III**Vacant****PLANNING SERIES**

- 224 Senior Urban Planner
- 222 Urban Planner / Neighborhood Development Specialist
- 221 Program Coordinator - Weed & Seed
- 220 Home Ownership Counselor
- 219 Zoning Enforcement Inspector

INSPECTIONS SERIES**Series I**

- 221 Building Inspector III / Permit Writer / Plans Examiner / Senior Plumbing Inspector/Senior Electrical Inspector
- 220 Building Inspector II / Electrical Inspector / Plumbing Inspector
- 219 Building Inspector I
- 216 Permit Technician

Series II

- 222 Senior Rehabilitation Specialist
- 221 Rehabilitation Specialist / Senior Code Enforcement Inspector
- 220 Code Enforcement Inspector
- 216 Code Enforcement Aide

DISPATCHING SERIES

- 218 Emergency Communications Telecommunicator
- 217 Public Works Dispatcher / Emergency Communications Telecommunicator — Trainee/
Work Control Coordinator

PARKING ENFORCEMENT SERIES

- 216 Parking Enforcement Officer / Parking Meter Technician
- 215 Parts Technician

ELECTRONICS SERIES

- 222 Electronics Repair Supervisor
- 220 Electronics Technician

DATA PROCESSING SERIES

- 221 Programmer/Analyst / Network Specialist
- 220 PC Specialist
- 219 Lead Computer Operator/Technical Support Coordinator
- 218 Help Desk-Computer Operator
- 217 Computer Operator

TELECOMMUNICATIONS SERIES

- 221 Telecommunications Systems Specialist

FINANCIAL SERIES

- 220 Fiscal Technician III
- 219 Development Assistant
- 218 Fiscal Technician II / Fleet Services Fiscal Assistant / Purchasing Coordinator
- 217 Payroll Specialist
- 216 Fiscal Technician I

ENGINEERING SERIES**Series I**

- 224 Land Surveyor / Civil Engineer II / Facility Operations Engineer / Permit Engineer
- 223 Civil Engineer I / Public Works Planner / Traffic Operations Planner / Forestry & Grounds Planner / Traffic Engineer

Series II

- 223 Engineering Technician III / Engineering Program Administrator
- 220 Engineering Technician II / Traffic Technician
- 218 Engineering Technician I

LEGAL SERIES

- 220 Legal Administrative Coordinator

ADVOCACY SERIES

- 221 Domestic Violence Program Coordinator / Victim Advocate

ESDA SERIES

- 222 Senior ESDA Planner
- 221 ESDA Planner

APPENDIX C - RETIREMENT HEALTH SAVINGS PLAN

The City of Peoria agreed to establish a Retirement Health Savings (RHS) Plan for the employees covered by this Agreement effective January 1, 2011. Contributions to individual employee RHS accounts shall be made in accordance with the terms of this Agreement, and as authorized by the applicable Internal Revenue Code Section(s) governing the RHS. Administrative fees for the Plan shall be paid from the individual employee accounts as specified in the Plan and Trust. The Employer's participation in the "Plan" shall be in accordance with the terms and conditions of the Plan's participation agreement. The Parties hereto agree to designate an administrator of the Plan on or before December 31 2010. Any successor appointed to the administration of the Plan shall be in accordance with the Plan and Trust documents.

Effective January 1, 2011 the City agreed to provide for a City contribution of \$11.00 per pay period to each employee's RHS Plan account for each active non-probationary employee. Effective January 1, 2012 the City contribution to each employee's RHS Plan account for each active eligible employee shall increase to \$13.00 per pay period.

An employee shall become eligible for RHS contributions upon completion of the original hiring probationary period.

APPENDIX D

2015 AFSCME PAY SCHEDULE
Effective 1/1/2015

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
214	Bi-weekly	\$1,005.80	\$1,029.80	\$1,057.60	\$1,084.80	\$1,110.40	\$1,136.80	\$1,167.20	\$1,196.00	\$1,228.40	\$1,255.20	\$1,287.20	\$1,319.20	\$1,349.80	\$1,385.60	\$1,419.20	\$1,455.20	\$1,492.00	\$1,530.40
	Hourly	\$2.57	\$2.87	\$3.22	\$3.56	\$3.88	\$4.21	\$4.59	\$4.95	\$5.33	\$5.69	\$6.09	\$6.49	\$6.87	\$7.32	\$7.74	\$8.19	\$8.65	\$9.13
215	Bi-weekly	\$1,094.40	\$1,124.80	\$1,152.80	\$1,178.40	\$1,208.80	\$1,240.80	\$1,272.00	\$1,302.40	\$1,336.80	\$1,368.80	\$1,404.80	\$1,439.20	\$1,474.40	\$1,511.20	\$1,546.40	\$1,586.40	\$1,628.00	\$1,668.00
	Hourly	\$3.88	\$4.06	\$4.41	\$4.73	\$5.11	\$5.51	\$5.90	\$6.28	\$6.71	\$7.11	\$7.56	\$7.99	\$8.43	\$8.89	\$9.33	\$9.83	\$20.35	\$20.85
216	Bi-weekly	\$1,196.00	\$1,225.60	\$1,254.40	\$1,287.20	\$1,319.20	\$1,349.80	\$1,384.80	\$1,419.20	\$1,455.20	\$1,490.40	\$1,530.40	\$1,568.00	\$1,607.20	\$1,645.60	\$1,688.80	\$1,729.60	\$1,775.20	\$1,816.80
	Hourly	\$4.95	\$5.32	\$5.68	\$6.09	\$6.49	\$6.87	\$7.31	\$7.74	\$8.19	\$8.63	\$9.13	\$9.60	\$20.09	\$20.57	\$21.11	\$21.62	\$22.19	\$22.71
217	Bi-weekly	\$1,301.60	\$1,336.00	\$1,368.00	\$1,402.40	\$1,439.20	\$1,473.60	\$1,510.40	\$1,546.40	\$1,585.60	\$1,628.00	\$1,667.20	\$1,708.80	\$1,752.00	\$1,795.20	\$1,839.20	\$1,884.80	\$1,932.00	\$1,982.40
	Hourly	\$6.27	\$6.70	\$7.10	\$7.53	\$7.99	\$8.42	\$8.88	\$9.33	\$9.82	\$20.35	\$20.84	\$21.36	\$21.90	\$22.44	\$22.99	\$23.58	\$24.15	\$24.78
218	Bi-weekly	\$1,440.00	\$1,474.40	\$1,511.20	\$1,548.60	\$1,588.80	\$1,628.00	\$1,668.00	\$1,709.60	\$1,753.60	\$1,797.60	\$1,840.00	\$1,888.00	\$1,932.80	\$1,984.80	\$2,032.00	\$2,084.00	\$2,135.20	\$2,192.00
	Hourly	\$6.00	\$6.43	\$6.89	\$7.37	\$7.86	\$20.35	\$20.85	\$21.37	\$21.92	\$22.47	\$23.00	\$23.60	\$24.16	\$24.81	\$25.40	\$26.05	\$26.69	\$27.40
219	Bi-weekly	\$1,590.40	\$1,629.80	\$1,671.20	\$1,711.20	\$1,756.00	\$1,798.40	\$1,842.40	\$1,889.80	\$1,935.20	\$1,986.40	\$2,033.60	\$2,085.60	\$2,139.20	\$2,193.60	\$2,244.80	\$2,301.60	\$2,360.80	\$2,417.60
	Hourly	\$6.88	\$20.37	\$20.89	\$21.39	\$21.95	\$22.48	\$23.03	\$23.62	\$24.19	\$24.83	\$25.42	\$26.07	\$26.74	\$27.42	\$28.09	\$28.77	\$29.51	\$30.22
220	Bi-weekly	\$1,758.80	\$1,800.00	\$1,845.60	\$1,890.40	\$1,939.20	\$1,997.20	\$2,035.20	\$2,088.00	\$2,140.80	\$2,195.20	\$2,246.40	\$2,303.20	\$2,364.80	\$2,419.20	\$2,482.40	\$2,544.00	\$2,608.00	\$2,672.80
	Hourly	\$21.96	\$22.50	\$23.07	\$23.83	\$24.24	\$24.84	\$25.44	\$26.10	\$26.78	\$27.44	\$28.08	\$28.79	\$29.56	\$30.24	\$31.03	\$31.80	\$32.60	\$33.41
221	Bi-weekly	\$1,941.60	\$1,988.80	\$2,040.00	\$2,090.40	\$2,144.00	\$2,196.80	\$2,250.40	\$2,306.40	\$2,366.40	\$2,420.80	\$2,484.80	\$2,546.40	\$2,609.80	\$2,676.80	\$2,742.40	\$2,812.80	\$2,883.20	\$2,952.80
	Hourly	\$24.27	\$24.86	\$25.50	\$26.13	\$26.80	\$27.46	\$28.13	\$28.83	\$29.58	\$30.26	\$31.06	\$31.83	\$32.62	\$33.46	\$34.28	\$35.15	\$36.04	\$36.91
222	Bi-weekly	\$2,146.40	\$2,197.60	\$2,252.00	\$2,311.20	\$2,368.00	\$2,429.60	\$2,486.40	\$2,550.40	\$2,615.20	\$2,679.20	\$2,745.60	\$2,814.40	\$2,885.60	\$2,956.80	\$3,030.40	\$3,107.20	\$3,185.60	\$3,263.20
	Hourly	\$26.83	\$27.47	\$28.15	\$28.89	\$29.60	\$30.37	\$31.08	\$31.88	\$32.69	\$33.49	\$34.32	\$35.18	\$36.07	\$36.96	\$37.88	\$38.84	\$39.82	\$40.79
223	Bi-weekly	\$2,370.40	\$2,431.20	\$2,488.00	\$2,552.00	\$2,617.60	\$2,671.20	\$2,749.60	\$2,817.60	\$2,887.20	\$2,960.80	\$3,033.60	\$3,108.80	\$3,186.80	\$3,268.00	\$3,348.00	\$3,434.40	\$3,516.40	\$3,607.20
	Hourly	\$29.63	\$30.36	\$31.10	\$31.90	\$32.72	\$33.39	\$34.37	\$35.22	\$36.09	\$37.01	\$37.92	\$38.86	\$39.86	\$40.85	\$41.85	\$42.93	\$43.98	\$45.09
224	Bi-weekly	\$2,820.80	\$2,886.40	\$2,951.20	\$2,819.20	\$2,891.20	\$2,964.00	\$3,037.60	\$3,111.20	\$3,191.20	\$3,270.40	\$3,352.80	\$3,437.60	\$3,522.40	\$3,611.20	\$3,700.80	\$3,793.60	\$3,888.80	\$3,984.80
	Hourly	\$32.76	\$33.58	\$34.39	\$35.24	\$36.14	\$37.05	\$37.97	\$38.89	\$39.89	\$40.88	\$41.91	\$42.97	\$44.03	\$45.14	\$46.26	\$47.42	\$48.61	\$49.81